



भारत का राजपत्र The Gazette of India

प्रसिद्धि से प्रकाशित
PUBLISHED BY AUTHORITY

सं. 9]

नई दिल्ली, शनिवार, मार्च 1, 2003/फाल्गुन 10, 1924

No. 9] NEW DELHI, SATURDAY, MARCH 1, 2003/PHALGUNA 10, 1924

इस भाग में निम्न पृष्ठ संख्या दी जाती है जिससे कि यह अलग संकलन के रूप में
रखा जा सके

Separate Paging is given to this Part in order that it may be filed as a
separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii) PART II—Section 3—Sub-Section (ii)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय की छोड़कर) द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं
Statutory Orders and Notifications Issued by the Ministries of the Government of India
(other than the Ministry of Defence)

मंत्रिमंडल सचिवालय

नई दिल्ली, 14 फरवरी, 2003

का.आ. 691.—केन्द्रीय सरकार एतद्वारा दिल्ली विशेष पुलिस स्थापना अधिनियम, 1946 (1946 का अधिनियम सं. 25) की धारा 6 के साथ पठित धारा 5 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए बिहार राज्य के गृह (पुलिस) विभाग की दिनांक 4 जनवरी, 2003 की अधिसूचना सं. 1/सीबीआई-80-03/2003 द्वारा प्राप्त बिहार राज्य सरकार की सहमति से पुलिस स्टेशन कैरिया, बरियापुर, मंझौला में दर्ज भारतीय दंड संहिता, 1860 की धारा 148, 149, 307 और 353 तथा आयुध अधिनियम की धारा 27 के अधीन एक आई आर सं. 129/02 दिनांक 23-12-2002 और भारतीय दंड संहिता, 1860 की धारा 302, 327 और 34 तथा आयुध अधिनियम की धारा 27 के अधीन एक आई आर सं. 130/02 दिनांक 24-12-2002 के अन्वेषण तथा उपर्युक्त अपराधों में से एक अपराध अधिक से संबंधित अपराध संसक्त प्रयत्नों,

दुष्प्रेरणों और षडयंत्र तथा पूर्वोक्त मामलों के संबंध में उसी संव्यवहार के अनुक्रम में किए गए अपराध उन्हीं तथ्यों से उद्भूत किसी अन्य अपराध अपराधों के अन्वेषण के लिए दिल्ली विशेष पुलिस स्थापना के सदस्यों की शक्तियों और अधिकारिता का विस्तार सम्पूर्ण बिहार राज्य पर करती है।

[सं. 228/5/2003-डी.एस.पी.ई.]

शुभा ठाकुर, अवसर सचिव

CABINET SECRETARIAT

New Delhi, the 14th February, 2003

S. O. 691.—In exercise of the powers conferred by sub-section (1) of section 5 read with section 6 of the Delhi Special Police Establishment Act 1946 (Act, No. 25 of 1946), the Central Government with the consent of the State Government of Bihar vide Home (Police) Department Notification No. 1/CBI-80-03/2003

dated 4th January, 2003, hereby extends the powers and jurisdiction of the members of Delhi Special Police Establishment to the whole of the State of Bihar for investigation FIR No. 129/02 dated 23-12-2002 under sections 148, 149, 307 and 353 of the Indian Penal Code, 1860 and 27 Arms Act and FIR No. 130/02 dated 24-12-2002 under sections 302, 307 and 34 of the Indian Penal Code, 1860 and 27 Arms Act, registered at Police Station Cheria, Bariyarpur, Manjhaul, and attempts, abetments and conspiracy in relation to or in connection with one or more of the offences mentioned above and any other offence or offences committed in the course of the same transaction or arising out of the same facts in connection with the aforesaid cases.

[No. 228/5/2003-DSPE]

SHUBHA THAKUR, Under Secy.

नई दिल्ली, 14 फरवरी, 2003

का.आ. 692:—केन्द्रीय सरकार एतद्वारा दिल्ली विशेष पुलिस स्थापना अधिनियम, 1946 (1946 की अधिनियम सं. 25) की धारा 6 के साथ पठित धारा 5 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए बिहार राज्य सरकार के गृह (पुलिस) विभाग की अधिसूचना सं. 1/सीबीआई-80-02/2003/89 दिनांक 4-1-03 संपादित संशोधन दिनांक 29-1-03 द्वारा प्राप्त बिहार राज्य सरकार की सहमति से दिल्ली विशेष पुलिस स्थापना के सदस्यों और अधिकारिता का विस्तार संपूर्ण बिहार राज्य पर, पुलिस स्टेशन गर्दनी बाग, जिला पटना, बिहार में दर्ज हुए एफ.आई.आर. सं. 866/02 दिनांक 28-12-2002 अन्तर्गत धारा 395/412/307 भारतीय दंड संहिता एवं 25-1बी (ए)/26/27/35 आयुध अधिनियम, एफ.आई.आर. सं. 867/02 दि. 28-12-02 अन्तर्गत धारा 304 भारतीय दंड संहिता एवं एफ.आई.आर. सं. 868/02 दिनांक 29-12-02 अन्तर्गत धारा 302/341/342/307/323/34 भारतीय दंड संहिता तथा आयुध अधिनियम की धारा 27 के अधीन तथा उपर्युक्त अपराध से संबंधित अथवा संशयित प्रयत्न, दुष्प्रेषण और षडयंत्र तथा वेते हो संभवहार के अनुक्रम में अथवा उन्हीं तथ्यों से उत्पन्न किया गया या किए गए किसी अन्य अपराध अथवा अपराधों का अन्वेषण करने के लिए करती है।

[सं. 228/4/2003-डी.एस.पी.ई.]

शुभा ठाकुर, अवर सचिव

New Delhi, the 14th February, 2003

S. O. 692.—In exercise of the powers conferred by sub-section (1) of section 5 read with section 6 of the Delhi Special Police

Establishment Act, 1946 (Act No. 25 of 1946), the Central Government with the consent of the State Government of Bihar issued vide Home (Police) Department Notification No. 1/CBI-80-02/2003/89 dated 4-1-03 read with corrigendum dated 29-01-03, hereby extends the powers and jurisdiction of the members of Delhi Special Police Establishment to the whole of the State of Bihar to investigate criminal case No. FIR 866/02 dated 28-12-2002 under Sections 395, 412 and 307 of the Indian Penal Code, 1860 and 25-1B(A)/26/27/35 Arms Act FIR No. 867/02 dated 28-12-02 under section 304 Indian Penal Code and FIR No. 868/02 dated 29-12-02 under Sections 302, 341, 342, 307, 323 and 34 of the Indian Penal Code and 27 of Arms Act registered at Police Station Gardanibagh (Shastri Nagar) and attempts, abetments and conspiracy in relation to or in connection with one or more of the offences mentioned above and any other offence or offences committed in the course of the same transaction or arising out of the same facts, in connection with the aforesaid cases.

[No. 228/4/2003-DSPE]

SHUBHA THAKUR, Under Secy.

नई दिल्ली, 19 फरवरी, 2003

का.आ. 693:—केन्द्रीय सरकार एतद्वारा दिल्ली विशेष पुलिस स्थापना अधिनियम, 1946 (1946 का अधिनियम सं. 25) की धारा 6 के साथ पठित धारा 5 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए कर्नाटक राज्य सरकार की अधिसूचना सं. एचडो 141 पीसीआर 2002 दिनांक 28 अगस्त, 2002 द्वारा प्राप्त कर्नाटक राज्य सरकार की सहमति से (1) श्री डी. वी. नारवेकर, पूर्व प्रबंधक, बैंक ऑफ इंडिया, शाहपुर (बैलगांव) शाखा निलंबनाधीन (2) श्री विजय खेतान, चार्टर्ड लेखाकार, मैसर्स धियो वेल्ली सिल्क्स लि. और पार्टनर मैसर्स पूनम ट्रेडिंग कम्पनी, नं. 85 सुकालपेट कुब्बनोट, बंगलौर (3) श्रीमती पूनम खेतान, पत्नी विजय खेतान, पार्टनर मैसर्स पूनम ट्रेडिंग कम्पनी (4) श्री आनंद सेख, 113/2, दूसरा तल, हास्पिटल रोड, बंगलौर 53 (5) श्री एन. आदित्यरायग, चार्टर्ड लेखाकार, मैसर्स आदित्यरायग एंड एसोसिएट्स, नं. 113/2, दूसरा तल, हास्पिटल रोड, बंगलौर-53 (6) श्री वेंकटेश, ड्राइवर, पार्टनर मैसर्स विक्रम एंड कम्पनी, नं. 13, आरएमवी पोस्ट, नागाशेट्टीहल्ली, बंगलौर-74, (7) श्री देवराज, नं. 39, येलावेनाहल्ली, कन्नकपुरा रोड, बंगलौर एवं किन्हीं अन्य लोक सेवकों अथवा व्यक्तियों के विरुद्ध भारतीय दंड संहिता, 1860 की धारा 120 बी संपादित धारा 420, 467, 468 और 471 तथा अष्टाचार निवारण अधिनियम 1988 की धारा 13(2) संपादित धारा 13(1)(डो) के अधीन दंडनीय अपराधों

और उपर्युक्त अपराधों में से एक अथवा अधिक से संबंधित अथवा संसक्त प्रयत्नों, दुष्प्रेरणों और षडयंत्रों तथा उसी संव्यवहार के अनुक्रम में किए गए अथवा उन्हीं तथ्यों से उद्भूत किसी अन्य अपराध अथवा अपराधों के अन्वेषण के लिए दिल्ली विशेष पुलिस स्थापना के सदस्यों की शक्तियों और अधिकारिता का विस्तार सम्पूर्ण कर्नाटक राज्य पर करती है।

[सं. 228/10/2003-डी एस पी ई (i)]

शुभा ठाकुर, अवर सचिव

New Delhi, the 19th February, 2003

S. O. 693.—In exercise of the powers conferred by sub-section (1) of section 5 read with section 6 of the Delhi Special Police Establishment Act, 1946 (Act No. 25 of 1946), the Central Government with the consent of the State Government of Karnataka vide Notification No. HD 141 PCR 2002 dated 28th August, 2002, hereby extends the powers and jurisdiction of the members of Delhi Special Police Establishment to the whole of the State of Karnataka for investigation of offences against (1) Shri D. V. Narvekar, Former Manager, Bank of India, Shahpur (Belgaum) Branch, under suspension (2) Shri Bijoy Khetan, Chartered Accountant, M/s Pearl Valley Silks, Limited and Partner of M/s Poonam Trading Company, No. 85 Sunkalpet Cubbonpet, Bangalore (3) Smt. Poonam Khetan wife of Bijoy Khetan, Partner of M/s Poonam Trading Company (4) Shri Anand Seshu, 113/2, 2nd Floor, Hospital Road, Bangalore-53 (5) Shri N. Adinarayana, Chartered Accountant of M/s Adinarayana & Associates, No. 113/2, 2nd Floor, Hospital Road, Bangalore-53 (6) Shri Venkatesh, Driver, Partner of M/s. Vikram & Company, No. 13, RMV Post, Nagashettihalli, Bangalore-74 (7) Shri Devaraj No. 39, Yelachenahalli, Kanakapura Road, Bangalore and (8) Smt. Hemalatha Devaraj, wife of Shri Devaraj, No. 39, Yelachenahalli, Kanakapura Road, Bangalore and any other public servants or persons punishable under section 120-B read with 420, 467, 468 and 471 Indian Penal Code, 1860 and sections 13(2) read with 13(1)(d) of Prevention of Corruption Act, 1988 and attempts, abetments and conspiracies in relation to or in connection with one or more of the offences mentioned above and any other offence or offences committed in the course of the same transaction or arising out of the same facts.

[No. 228/10/2003-DSPE (i)]

SHUBHA THAKUR, Under Secy.

नई दिल्ली, 19 फरवरी, 2003

का.भा. 694.—केन्द्रीय सरकार एतद्वारा दिल्ली विशेष पुलिस स्थापना अधिनियम, 1946 (1946 का अधिनियम सं. 25) की धारा 6 के साथ पठित धारा 5 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए कर्नाटक राज्य सरकार की अधिसूचना सं. एचडी 196 पीसीआर 2002 दिनांक 13-11-2002 द्वारा प्राप्त कर्नाटक राज्य सरकार की सहमति से (1) श्री सी. जयदेव कामथ, वरिष्ठ प्रबंधक, कॉर्पोरेशन बैंक, जोनल कार्यालय, बेलगांव (2) श्री जी. अरुणाचल शर्मा, प्रबंधक (निरोक्षण एवं लेखापरीक्षा प्रभाग), कॉर्पोरेशन बैंक, मुख्यालय बंगलौर (3) श्री एल. जयराम, लिपिक, कॉर्पोरेशन बैंक, मैसूर मेन ब्रांच, मैसूर (4) श्री के.एन. विद्यानाथन, अधिकारी, कॉर्पोरेशन बैंक, राजाजोन्नगर शाखा, बंगलौर (5) श्रीमती ए.सी. श्रीवानो, पत्नी एल. जयराम, लिपिक, कॉर्पोरेशन बैंक, सैय्याजी राव रोड, मैसूर (6) श्री एल नरसिम्हा प्रसाद, प्रोपराइटर, मैसर्स चंदना एजेंसिज, 321/13, 9वां क्रॉस, सरस्वतीपुरम, नंदिनी लेआउट बंगलौर, (7) श्री पी. राजा पांडियन, एम 11-106, 74 वां क्रॉस, शक्तिनगर, न्यू एसटोसी, हुडको डोमूर एवं किन्हीं अन्य लोक सेवकों अथवा व्यक्तियों के विरुद्ध भारतीय दंड संहिता, 1860 की धारा 120 बी सपठित धारा 420, 465, 468 और 471 तथा भ्रष्टाचार निवारण अधिनियम, 1988 की धारा 13(2) सपठित धारा 13 (1) (डो) के अधीन दंडनीय अपराधों और उपर्युक्त अपराधों में से एक अथवा अधिक से संबंधित अथवा संसक्त प्रयत्नों, दुष्प्रेरणों और षडयंत्रों तथा उसी संव्यवहार के अनुक्रम में किए गए अथवा उन्हीं तथ्यों से उद्भूत किसी अन्य अपराध अथवा अपराधों के अन्वेषण के लिए दिल्ली विशेष पुलिस स्थापना के सदस्यों की शक्तियों और अधिकारिता का विस्तार सम्पूर्ण कर्नाटक राज्य पर करती है।

[सं. 228/10/2003-डी एस पी ई (ii)]

शुभा ठाकुर, अवर सचिव

New Delhi, the 19th February, 2003

S. O. 694.—In exercise of the powers conferred by sub-section (1) of section 5 read with section 6 of the Delhi Special Police Establishment Act, 1946 (Act No. 25 of 1946), the Central Government with the consent of the State Government of Karnataka vide Notification No. HD 196 PCR 2002 dated 13-11-2002, hereby extends the powers and jurisdiction of the members of Delhi Special Police Establishment to the whole of the State of Karnataka for investigation offences against (1) Shri C. Jayadeva Kamath, Sr. Manager, Corporation Bank, Zonal Officer, Belgaum (2) Shri G. Arunachala Sharma, Manager, (Inspn. & Audit Division), Corporation Bank, Head Office, Mangalore (3) Shri L. Jayaram, Clerk, Corporation Bank, Mysore Main Branch,

Mysore, (4) Shri K. N. Vaidyanathan, Officer, Corroation Bank, Rajajinagar Branch, Bangalore (5) Smt. A. C. Srivani, wife of L. Jayaram, Clerk, Corporation Bank, Sayyaji Rao Road, Mysore (6) Shri L. Narasimha Prasad, Proprietor of M/s Chandana Agencies, 321/13, 9th Cross, Saraswathipuram, Nandini Layout, Bangalore (7) Shri P. Raja Pandian, M-II-106, 74th Cross, Shakthinagar,, New ASTC, HUDCO, Hosur and any other public servants or persons punishable under section 120-B read with 420, 465, 468, and 471 Indian Penal Code, 1860 and sections 13(2) read with 13(1)(d) of Prevention of Corruption Act, 1988 and attempts, abetments and conspiracies in relation to or in connection with one or more of the offences mentioned above and any other offence or offences committed in the course of the same transaction or arising out of the same facts.

[No. 228/10/2003-DSPE (ii)]

SHUBHA THAKUR, Under Secy.

वित्त एवं कम्पनी कार्य मंत्रालय

(राजस्व विभाग)

(सेंट्रल एकानामिक इन्टेलीजेन्स ब्यूरो)

आदेश

नई दिल्ली, 24 फरवरी, 2003

का.आ. 695:—अतः संयुक्त सचिव, भारत सरकार जिन्हें विदेशी मुद्रा संरक्षण और तस्करी निवारण अधिनियम, 1974 (1974 का 52) की धारा 3 की उपधारा (1) के अन्तर्गत विशेष रूप से शक्ति प्रदान की गई है, ने उक्त उप-धारा के अधीन आदेश फाइल सं. 673/61/2002 सी.यू.एस. VIII, दिनांक 31-12-2002 को जारी किया और यह निर्देश दिया कि श्री हंसराज शिव सुपुत्र स्वर्गीय श्री शिवराम, निवासी जी.-10, नेब वैली, नेब सराय, नई दिल्ली-110068, को निरुद्ध कर लिया जाए और केन्द्रीय कारागार, तिहाड़, नई दिल्ली में अभिरक्षा में रखा जाए ताकि उन्हें भविष्य में चीजों की तस्करी करने से रोका जा सके।

2. अतः केन्द्रीय सरकार के पास यह विश्वास करने का कारण है कि पूर्वोक्त व्यक्ति फरार हो गया है या स्वयं को छिपा रखा है। जिससे यह आदेश निष्पादित नहीं किया जा सकता।

3. अतः अब उक्त अधिनियम की धारा 7 की उप-धारा (1) के खण्ड (ख) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा पूर्वोक्त व्यक्ति को यह निर्देश देती है कि वह शासकीय राजपत्र में इस

आदेश के प्रकाशित होने के 7 दिन के भीतर पुलिस आयुक्त, दिल्ली के सम्मुख उपस्थित हो।

[फा. सं. 673/61/2002-सी.यू.एस. VIII]

एस. सी. गुप्ता, उपसचिव (कोफेपोसा)

MINISTRY OF FINANCE AND COMPANY
AFFAIRS

(Department of Revenue)

(Central Economic Intelligence Bureau)

ORDER

New Delhi, the 24th February, 2003

S.O. 695.—Whereas the Joint Secretary to the Government of India, specially empowered under sub-section (1) of Section 3 of the Conservation of Foreign Exchange and Prevention of Smuggling Activities Act, 1974 (52 of 1974) issued order F.No. 673/61/2002-Cus. VIII, dated 31-12-2002 under the said sub-section directing that Shri Hansraj Shiv, S/o Late Shri Shivram, R/o D-10, Neb Valley, Neb Sarai, New Delhi-110068 be detained and kept in custody in the Central Jail, Tihar, New Delhi with a view to preventing him from smuggling goods in future.

2. Whereas the Central Government has reasons to believe that the aforesaid person has absconded or is concealing himself so that the order cannot be executed.

3. Now, therefore, in exercise of the powers conferred by Clause (b) of sub-section (1) of Section 7 of the said Act, the Central Government hereby directs the aforesaid person to appear before the Commissioner of Police, Delhi within 7 days of the publication of this order in the Official Gazette.

[F.No. 673/61/2002-Cus. VIII]

S.C. GUPTA, Dy. Secy. (COFEPOSA)

आदेश

नई दिल्ली, 24 फरवरी, 2003

का.आ. 696:—अतः संयुक्त सचिव, भारत सरकार जिन्हें विदेशी मुद्रा संरक्षण और तस्करी निवारण अधिनियम, 1974 (1974 का 52) की धारा 3 की उपधारा (1) के अन्तर्गत विशेष रूप से शक्ति प्रदान की गई है, ने उक्त उप-धारा के अधीन आदेश फाइल सं. 673/63/2002-सी.यू.एस. VIII, दिनांक 14-01-2003 को जारी किया और यह निर्देश दिया कि श्री दलोज कुमार दास सुपुत्र स्वर्गीय श्री थापर दास, निवासी डब्ल्यू. जेड. 440, गली नं. 5, कृष्णा पार्क, तिलक नगर, नई दिल्ली 11-0018, का निरुद्ध कर लिया जाए और केन्द्रीय कारागार, तिहाड़, नई दिल्ली में अभिरक्षा में राख जाये ताकि उन्हें भविष्य में चीजों की तस्करी करने से रोका जा सके।

2. अतः केन्द्रीय सरकार के पास यह विश्वास करने का कारण है कि पूर्वोक्त व्यक्ति फरार हो गया है या स्वयं को छिपा रखा है जिससे यह आदेश निष्पादित नहीं किया जा सकता।

3. अतः अब उक्त अधिनियम की धारा 7 की उप-धारा (1) के खण्ड (ख) द्वारा प्रदत्त शक्ति का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा पूर्वोक्त व्यक्ति को यह निर्देश देती है कि वह शासकीय राजपत्र में इस आदेश के प्रकाशन होने के 7 दिन के भीतर पुलिस आश्रित, दिल्ली के सम्मुख उपस्थित हो।

[फा.सं. 673/63/2002-सो.यू.एस. VIII]

एस. सी. गुप्ता, उपसचिव (कोफेपोसा)

ORDER

New Delhi, the 24th February, 2003

S.O. 696.—Whereas the Joint Secretary to the Government of India, specially empowered under sub-section (1) of Section 3 of the Conservation of Foreign Exchange and Prevention of Smuggling Activities Act, 1974 (52 of 1974) issued order F.No. 673/63/2002-Cus. VIII dated 14-01-2003 under the said sub-section directing that Shri Dalip Kumar Dass, S/o Late Shri Thapar Dass R/o WZ-44A, Gali No. 5, Krishna Park, Tilak Nagar, New Delhi-110018 be detained and kept in custody in the Central Jail, Tihar, New Delhi with a view to preventing him from smuggling goods in future.

2. Whereas the Central Government has reasons to believe that the aforesaid person has absconded or is concealing himself so that the order cannot be executed.

3. Now, therefore, in exercise of the powers conferred by clause (b) of sub-section (1) of Section 7 of the said Act, the Central Government hereby directs the aforesaid person to appear before the Commissioner of Police, Delhi within 7 days of the publication of this order in the Official Gazette.

[F.No. 673/63/2002-Cus. VIII]

S.C. GUPTA, Dy. Secy.(COFEPOSA)

केन्द्रीय प्रत्यक्ष कर बोर्ड

नई दिल्ली, 24 फरवरी, 2003

(आयकर)

का.आ. 697.—आयकर अधिनियम, 1961 (1961 का 43) की धारा 10 के खंड (23-ग) के उपखंड (V) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा "श्री साईबाबा संस्थान शिरडी, डाकघर शिरडी जिला अहमदनगर, महाराष्ट्र" को वर्ष 2002-2003 से 2004-2005 तक के कर निर्धारण वर्षों के लिए निम्न-

लिखित शर्तों के अधीन रहते हुए उक्त उपखंड के प्रयोजनार्थ अधिसूचित करती है, अर्थात्:

(i) कर निर्धारित उसकी आय का इस्तेमाल अथवा उसकी आय का इस्तेमाल करने के लिए उसका संबंधन पूर्णतया तथा अन्यथा उक्त उद्देश्यों के लिए करेगा जिनके लिए इसकी स्थापना की गई है, है,

(ii) कर निर्धारित उपर्युक्त कर निर्धारण वर्षों से संगत पूर्ववर्ती वर्षों को किसी भी अवधि के दौरान धारा 11 की उपधारा (5) में विनिर्दिष्ट किसी एक अथवा एक से अधिक ढंग अथवा तरीकों से भिन्न तरीकों से उसकी निधि (जेवर-जवाहिरात, फर्नीचर अथवा किसी अन्य वस्तु आदि के रूप में प्राप्त तथा अनुरक्षित स्वैच्छिक अंशदान से भिन्न का निवेश नहीं करेगा अथवा उसे जमा नहीं करवा सकेगा,

(iii) यह अधिसूचना किसी ऐसी आय के संबंध में लागू नहीं होगी, जोकि कारोबार से प्राप्त लाभ तथा अभिलाभ हो जब तक कि ऐसा कारोबार उक्त कर निर्धारित उद्देश्यों की प्राप्ति के लिए प्रासंगिक नहीं हो तथा ऐसे कारोबार के संबंध में अलग से लेखा पुस्तिकाएं नहीं रखी जाती हों,

(iv) कर निर्धारित आयकर अधिनियम, 1961 के प्रावधानों के अनुसार अपने आय किवरणों नियमित रूप से आयकर प्राधिकारी के समक्ष फाइल करेगा,

(v) विभटन की स्थिति में अतिरिक्त राशियां और परिसम्पत्तियां समान उद्देश्यों वाले धर्मार्थ संगठन को दे दी जाएंगी।

[अधिसूचना सं. 36/2003-फा.सं. 197/17/2003-

आई.टी.ए.-I]

आई. पी. एस. बिन्दा, अवसर सचिव

Central Board of Direct Taxes

New Delhi, the 24th February, 2003

(INCOME TAX)

S.O.697.—In exercise of the powers conferred by the sub-clause (v) of clause (23C) of section 10 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies the "Shri Saibaba Sansthan, Shirdi, P.O. Shirdi, Distt. Ahmednagar, Maharashtra" for the purpose of the said sub-clause for the assessment years 2002-2003 to 2004-2005 subject to the following conditions, namely:

(i) the assessee will apply its income, or accumulate for application, wholly and exclusively to the objects for which it is established;

(ii) the assessee will not invest or deposit its funds (other than voluntary contributions received and maintained in the form of jewellery, furniture etc.) for any period during the previous years relevant to the assessment years mentioned above otherwise than in any one or more of the forms or modes specified in sub-section (5) of Section 11;

(iii) this notification will not apply in relation to any income being profits and gains of business, unless the business is incidental to the attainment of the objectives of the assessee and separate books of accounts are maintained in respect of such business.

(iv) the assessee will regularly file its return of income before the Income-tax authority in accordance with the provisions of the Income-tax Act, 1961.

(v) That in the event of dissolution, its surplus and the assets will be given to a charitable organization with similar objectives.

[Notification No. 36/2003/F.No. 197/17/2003-ITA-1]

I.P.S. BINDRA, Under Secy.

केन्द्रीय उत्पाद शुल्क एवं सीमा शुल्क आयुक्त का कार्यालय

नागपुर, 7 फरवरी, 2003

(सं. 01/2003)

का.आ. 698.—श्री के. सी. अग्रवाल, संयुक्त आयुक्त, समूह 'क' केन्द्रीय उत्पाद एवं सीमा शुल्क आयुक्तालय, नागपुर, निवर्तन की आयु प्राप्त करने पर दिनांक 31-01-2003 को अपराह्न में शासकीय सेवा से निवृत्त हुये।

[फा.सं.-II(7) 4/97/स्था.-1]

वी. के. अग्रवाल, संयुक्त आयुक्त (कार्मिक एवं सज्जता)

OFFICE OF THE COMMISSIONER OF
CENTRAL EXCISE AND CUSTOMS

Nagpur, the 7th February, 2003

(No. 01/2003)

S. O. 698.—Shri K. C. Agrawal, Joint Commissioner, Group 'A' Central Excise & Customs, Nagpur Commissionerate, having attained the age of Superannuation, retired from Government Service in the afternoon of 31-01-2003.

[C. No. II(7) 4/97 Et.-I]

V. K. AGRAWAL, Jt. Commissioner (P&V)

(आर्थिक कार्य विभाग)

(वैकिंग प्रभाग)

आदेश

नई दिल्ली, 13 फरवरी, 2002

का.आ. 699.—कार्मिक एवं प्रशिक्षण विभाग में अवसर सचिव तथा वर्तमान में अग्रणी वसूली अधिकारी 1,

चेंने में वसूली अधिकारी के पद पर कार्यरत एस० ज० गुणासीलन की सेवाएं तत्काल प्रभाव से कार्मिक और प्रशिक्षण विभाग, नई दिल्ली को वापिस सौंपे जाते हैं।

[फा. सं. 15/1/97 डीआरटी]

एस० पी० एस० सांगवान, अवसर सचिव

(Department of Economic Affairs)

(Banking Division)

ORDER

New Delhi, the 13th February, 2003

S.O. 699.—The Services of Sh. S.J. Gunaseelan, Under Secretary of Department of Personnel & Training and presently working as Recovery Officer, DRT-I, Chennai are placed back at the disposal of The Department of Personnel & Training, New Delhi with immediate effect.

[F.No. 15/1/97-DRT]

S.P.S. SANGWAN, Under Secy.

विदेश मंत्रालय

(सी.पी.वी. प्रभाग)

नई दिल्ली, 19 फरवरी, 2003

का.आ. 700.—राजनयिक कौंसलो अधिकारी (शपथ एवं शुल्क) अधिनियम 1948 (1948 का 41वां) की धारा 2 के अंक (क) के अनुसरण में केन्द्रीय सरकार एतद्वारा भारत का राजदूतावास मैड्रिड में श्री जयवीर सिंह अवसर श्रेणी लिपिक को 04-02-2003 से सहायक कौंसलो अधिकारी का कार्य करने के लिए प्राधिकृत करती है।

[सं. टी-4330/01/2003]

उपेन्द्र सिंह रावत, अवसर सचिव (कौंसुलर)

MINISTRY OF EXTERNAL AFFAIRS

(C.P.V. Division)

New Delhi, the 19th February, 2003

S. O. 700.—In pursuance of the clause (a) of the Section 2 of the Diplomatic and Consular Officers (Oaths and fees) Act, 1948 (41 of 1948), the Central Government hereby authorise Shri Jaivir Singh, L.D.C. in the Embassy of India, Madrid to perform the duties of Assistant Consular Officer with effect from 04-02-2003.

[No. T. 4330/01/2003]

U. S. RAWAT, Under Secy (Cons.)

परमाणु ऊर्जा विभाग

आदेश

मुंबई, 11 फरवरी, 2003

का.आ. 701.—परमाणु ऊर्जा अधिनियम 1962 (1962 का अधिनियम 33) की धारा 27 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा यह निदेश देती है कि उसे अनुसूची के स्तम्भ (2) में

विनिर्दिष्ट क्षेत्रों के संबंध में उनके निषिद्ध क्षेत्र होने के कारण उक्त अधिनियम की धारा 19 द्वारा प्रदत्त शक्तियों का उक्त अनुसूची के स्तम्भ (3) की तत्संबंधी प्रविष्टियों में उल्लेखित सभी अथवा किसी एक अधिकारी या प्राधिकारी द्वारा भी प्रयोग किया जाएगा।

अनुसूची

अ. क्र. निषिद्ध क्षेत्र के नाम अधिकारी या प्राधिकारी का पदनाम

(1)	(2)	(3)
प्रगत ईंधन संविचन सुविधा, तारापुर महाराष्ट्र।	1. प्रधान, प्रगत ईंधन संविचन सुविधा, 2. संयंत्र अधीक्षक, प्रगत ईंधन संविचन सुविधा 3. निदेशक, नाभिकीय ईंधन वर्ग, भामा परमाणु अनुसंधान केन्द्र।	

[फाइल संख्या एईए/19(3)/2002-ई.आर./399]

डी. सुरेंद्रन, अवसर सचिव

DEPARTMENT OF ATOMIC ENERGY ORDER

Mumbai, the 11th February, 2003

S. O. 701.—In exercise of the powers conferred by Section 27 of the Atomic Energy Act, 1962 (Act No. 33 of 1962), the Central Government hereby directs that the powers conferred on it by Section 19 of the said Act shall, in respect of the areas specified in column (2) of the Schedule below being prohibited area, be exercisable also by all or any of the officers or authorities mentioned in the corresponding entries in Column (3) of the said Schedule.

SCHEDULE

S. No.	Name of the Prohibited Area	Designation of the Officer or Authority
(1)	(2)	(3)
	Advanced Fuel Fabrication Facility, Tarapur, Maharashtra	1. Head, Advanced Fuel Fabrication Facility 2. Plant Superintendent, Advanced Fuel Fabrication Facility 3. Director, Nuclear Fuel Group Bhabha Atomic Research Centre

[F. No. AEA/19(3)/2002-ER/399]
D. SURENDRAN, Under Secy.

विद्युत मंत्रालय

नई दिल्ली, 4 फरवरी, 2003

क्र.आ. 702.—केन्द्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10(4) के अनुसरण में नेशनल थर्मल पावर कारपोरेशन के प्रशासनिक नियंत्रणाधीन सार्वजनिक क्षेत्र उपक्रमों के निम्नलिखित कार्यालयों, जिसके 80 प्रतिशत कर्मचारी वृन्द ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, एतद्वारा अधिसूचित करती है:—

1. नेशनल थर्मल पावर कारपोरेशन लि., पश्चिम क्षेत्र मुख्यालय, समृद्धि वेंचर पार्क, द्वितीय तल, एम.आई.डी.सी., मरोल, अंधेरी (पूर्व), मुंबई-400093
2. नेशनल थर्मल पावर कारपोरेशन लि., सीपत सुपर थर्मल पावर प्रोजेक्ट, पोस्ट ऑफिस-सीपत, जिला-बिलासपुर-495558, (छत्तीसगढ़)
3. नेशनल थर्मल पावर कारपोरेशन लि., झानौर गंधार गैस पावर प्रोजेक्ट, पोस्ट ऑफिस-ऊर्जा नगर, झानौर (एनटीपीसी टाउनशिप), जिला भरुच (गुजरात), पिन-392215
4. नेशनल थर्मल पावर कारपोरेशन लि., कवास गैस पावर प्रोजेक्ट, पोस्ट ऑफिस-आदित्य नगर, सूरत-394516, (गुजरात)।

[सं. 11017/2/94-हिन्दी]

अजय शंकर, संयुक्त सचिव

MINISTRY OF POWER

New Delhi, the 4th February, 2003

S. O. 702.—In pursuance of Sub Rule (4) of rule 10 of the Official Language (use for official purposes of the union) Rules, 1976 the Central Government hereby notifies the following offices of the Public Sector, Undertakings under the administrative control of National Thermal Power Corporation Ltd., the staff whereof have acquired 80% working knowledge of Hindi :—

1. National Thermal Power Corporation Ltd., Western Area Headquarter, Samridhi Venture Park, Second Floor, MIDC, Marole, Andheri (East), Mumbai-400093.

2. National Thermal Power Corporation Ltd.,
Sipat Super Thermal Power Project,
Post Office-Sipat,
Distt.-Bilaspur-495558
(Chattisgarh)

Distt. Bharuch (Gujarat)
Pin-392215

3. National Thermal Power Corporation Ltd.,
Jhanor Gandhar Gas Power Project,
Post Office-Urja Nagar,
Jhanor (NTPC Township),

4. National Thermal Power Corporation Ltd.,
Kawas Gas Power Project,
Post Office-Aditaya Nagar,
Surat-394516
(Gujarat)

[No. 11017/2/94-Hindi]
AJAY SHANKAR, Jt. Secy.

स्वास्थ्य एवं परिवार कल्याण मंत्रालय

(स्वास्थ्य विभाग)

नई दिल्ली, 14 फरवरी, 2003

का.आ. 703—: दन्त चिकित्सक अधिनियम, 1948 (1948 का 16) की धारा 10 की उपधारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रिय सरकार, भारत, दन्त चिकित्सा परिषद् से परामर्श करने के बाद एतद्वारा उक्त अधिनियम की अनुसूची के भाग-I में निम्नलिखित संशोधन करती है, अर्थात् :

अनुसूची के भाग-I में क्रम संख्या 56 और उससे संबद्ध प्रविष्टियों के सामने निम्नलिखित प्रविष्टियां जोड़ी जाएंगी, अर्थात् :

56. डा. बी.आर. अम्बेडकर विश्वविद्यालय, आगरा	दन्त शल्य चिकित्सा स्नातक रामा डेंटल कॉलेज हास्पिटल एण्ड रिसर्च सेन्टर, कानपुर के बी.डी.एस. छात्रों के संबंध में दन्त चिकित्सा अर्हता तभी मान्यता प्राप्त अर्हता होगी जब यह 20-02-2000 को अथवा उसके बाद प्रदान की गई हो।	बी.डी.एस. डा. बी.आर. अम्बेडकर विश्वविद्यालय, आगरा
--	---	---

[सं. बी-12017/21/95-पीएमएस (भाग-VII)]

एस.के.राव, निदेशक (एम ई)

MINISTRY OF HEALTH & FAMILY WELFARE

(Departement of Health)

New Delhi, the 14th February, 2003

S.O.703.—In exercise of the power conferred by Sub-section (2) of Section 10 of the Dentists Act, 1948 (16 of 1948), the Central Government, after consultation with Dental Council of India, hereby makes the following amendments in Part-I of the Schedule to the said Act, namely :—

In Part I of the Schedule against Serial Number 56, and the entries, relating thereto, the following entries shall be added, namely :—

56. Dr. B.R. Ambedkar University, Bachelor of Dental Surgery Agra	the dental qualification shall be recognised qualifications in respect of BDS students of Rama Dental College Hospital & Research Centre, Kanpur when granted on or after 20-2-2000.	BDS Dr. B.R. Ambedkar University, Agra
--	--	---

[No. V-12017/21/95-PMS (Vol. VII)]

S.K. RAO, Director (ME)

रेल मंत्रालय
(रेलवे बोर्ड)

नई दिल्ली, 24 जनवरी, 2003

का.आ. 704.—रेल मंत्रालय (रेलवे बोर्ड) राजभाषा नियम 1976 (संघ के शासकीय प्रयोजनों के लिए प्रयोग) के नियम 10 के उपनियम (2) और (4) के अनुसरण में कोंकण रेलवे कॉर्पोरेशन लिमिटेड, बेलपुर, नवी मुंबई स्थित कार्पोरेट कार्यालय, पूर्व रेलवे के सियालदह मंडल के वरिष्ठ मंडल संकेत एवं दूरसंचार कार्यालय, मंडल यांत्रिक इंजिनियर (पावर) कार्यालय, वरिष्ठ मंडल बिजली इंजीनियर (कर्षण वितरण) कार्यालय, तथा उत्तर-पश्चिम रेलवे जयपुर के मुख्यालय को, जहां 80% से अधिक अधिकारियों/कर्मचारियों ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, एतद्वारा अधिसूचित करता है।

[सं. हिन्दी. 2001/रा.भा. 1/12/2]
राजीव रंजन जारुहार, सचिव, रेलवे बोर्ड

कृषि मंत्रालय

(पशुपालन और डेयरी विभाग)

नई दिल्ली, 19 फरवरी, 2003

का.आ. 705.—राष्ट्रपति, केन्द्रीय सिविल सेवा (वर्गीकरण, नियंत्रण और अपील) नियम, 1965 के नियम 9 के उप नियम (2) नियम 12 के उप-नियम (2) के खंड (ख) और नियम 24 के उप नियम (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और भारत सरकार के कृषि मंत्रालय (पशुपालन और डेयरी विभाग) की, अधिसूचना संख्या 647 तारीख 28 जनवरी, 1997 और सं. सा.का. 2497 तारीख 15 नवम्बर, 1999 को उन बातों के सिवाय अधिकरण करते हुए जिन्हें ऐसे अधिकरण से पहले किया गया है या करने का लोप किया गया है, यह निदेश देते हैं कि:—

अनुसूची

भाग-1 साधारण केन्द्रीय सेवा, समूह "ख"

पद का विवरण	नियुक्ति प्राधिकारी	प्राधिकारी जो शास्ति अधिरोपित करने के लिए सक्षम हैं और शास्ति जो वह अधिरोपित कर सकेगा (नियम 11 में मद संख्या के संदर्भ में)	अपील प्राधिकारी
1	2	3	4
दिल्ली दुग्ध योजना समूह "ख"	निदेशक (डेयरी विकास)	निदेशक (डेयरी विकास)	सभी
पद	कृषि मंत्रालय, पशुपालन और डेयरी विभाग	कृषि मंत्रालय, पशुपालन और डेयरी विभाग	संयुक्त सचिव (डेयरी विकास) कृषि मंत्रालय, पशुपालन और डेयरी विभाग

भाग-2 साधारण केन्द्रीय सेवा समूह "ग"

1	2	3	4	5
सभी पद	उप महाप्रबंधक (प्रशासन) दिल्ली दुग्ध योजना	उप महाप्रबंधक (प्रशासन), दिल्ली दुग्ध योजना	सभी	निदेशक (डेयरी विकास), कृषि मंत्रालय, पशुपालन और डेयरी विभाग

MINISTRY OF RAILWAYS
(Railway Board)

New Delhi, the 24th January, 2003

S. O. 704.—Ministry of Railways (Railway Board), in pursuance of Sub Rule (2) and (4) of Rule 10 of the Official Language Rules, 1976 (use for the official purposes of the Union) hereby notify the Corporate Office of Konkan Railway Corporation Ltd. Belapur, Navi Mumbai, Sr. Divisional Signal and Telecommunications Office, Divisional Mechanical Engineer (Power) Office, Sr. Divisional Electrical Engineer (Traction Distribution) Office of Sialdah Division of Eastern Railway and Headquarter Office of North-Western Railway, Jaipur, where 80% of the officers/employees have acquired the working knowledge of Hindi.

[No. Hindi-2001/OL-1/12/2]

R. R. JARUHAR, Secy., Railway Board

- (1) इस अधिसूचना की अनुसूची के भाग-1 के स्तम्भ-1 में विनिर्दिष्ट साधारण केन्द्रीय सेवा, समूह "ख" में पदों के संबंध में उक्त अनुसूची के स्तम्भ 2, 3 और 5 में विनिर्दिष्ट प्राधिकारी, उसके स्तम्भ 4 में विनिर्दिष्ट शास्तियों के संबंध में क्रमशः नियुक्ति, आनुशासनिक और अपील प्राधिकारी होंगे और
- (2) इस अधिसूचना की अनुसूची के भाग-2 और 3 के स्तम्भ-1 में विनिर्दिष्ट साधारण केन्द्रीय सेवा, समूह "ग" और साधारण केन्द्रीय सेवा, समूह "ख" में पदों के संबंध में उक्त अनुसूची के स्तम्भ 2, 3 और 5 में विनिर्दिष्ट प्राधिकारी उसके स्तम्भ 4 में विनिर्दिष्ट शास्तियों के संबंध में क्रमशः नियुक्ति प्राधिकारी, आनुशासनिक प्राधिकारी और अपील प्राधिकारी होंगे।

भाग-3 साधारण केन्द्रीय सेवा, समूह "घ"

1	2	3	4	5
सभी पद	उप महाप्रबंधक (प्रशासन) दिल्ली दुग्ध योजना	उप महाप्रबंधक (प्रशासन), दिल्ली दुग्ध योजना	सभी	निदेशक (डेयरी विकास), कृषि मंत्रालय, पशुपालन और डेयरी विभाग

[एफ. संख्या 3-1-2002/प्रशासन-IV]

एच. के. जगोटा, अवर सचिव

MINISTRY OF AGRICULTURE

(Department of Animal Husbandry & Dairying)

New Delhi, the 19th February, 2003

S.O. 705.—In exercise of the powers conferred by sub-rule (2) of rule 9, clause (b) of sub-rule (2) of rule 12 and sub-rule (1) of rule 24 of the Central Civil Services (Classification, Control and Appeal) Rules, 1965, and in supersession of the notification of Government of India in the Ministry of Agriculture, (Department of Animal Husbandry and Dairying) No. 647 dated the 28th January, 1997 and No. S.O. 2497 dated the 15th November, 1999, except as respects things done or omitted to be done before such supersession, the President hereby directs that:

- (1) in respect of posts in the General Central Services, Group 'B' specified in column 1 of Part I of the Schedule to this notification, the authorities specified in columns 2, 3 and 5 of the said Schedule shall, respectively, be the appointing, disciplinary and appellate authority in regard to penalties specified in column 4 thereof; and
- (2) in respect of posts in the General Central Services, Group 'C' and the General Central Services Group 'D' specified in column I of Part II and III of the Schedule to this notification, the authorities specified in columns 2, 3 and 5 of the said Schedule shall, respectively by the appointing authority, disciplinary authority and appellate authority in regard to penalties specified in column 4 thereof.

SCHEDULE

Part-I General Central Service, Group 'B'

Description of the post	Appointing Authority	Authority competent to impose penalties and penalties which it may impose (with reference to item number in Rule 11)		Appellate Authority
		Authority	Penalties	
1	2	3	4	5
Delhi Milk Scheme Group 'B' posts	Director (Dairy Development) Ministry of Agriculture, Department of Animal Husbandry and Dairying	Director (Dairy Development) Ministry of Agriculture Department of Animal Husbandry and Dairying	All	Joint Secretary (Dairy Development), Ministry of Agriculture, Department of Animal Husbandry and Dairying

Part-II General Central Service, Group 'C'

1	2	3	4	5
All posts	Deputy General Manager (Administration), Delhi Milk Scheme	Deputy General Manager (Administration), Delhi Milk Scheme	All	Director (Dairy Development) Ministry of Agriculture, Department of Animal Husbandry and Dairying

Part-III General Central Service, Group 'D'

1	2	3	4	5
All posts	Deputy General Manager (Administration), Delhi Milk Scheme	Deputy General Manager (Administration), Delhi Milk Scheme	All	Director (Dairy Development), Ministry of Agriculture, Department of Animal Husbandry and Dairying

[F.No. 3-1/2002-Admn. IV]

H.K. JAGOTA, Under Secy.

पेट्रोलियम और प्राकृतिक गैस मंत्रालय

नई दिल्ली, 26 दिसम्बर, 2002

का. आ. 706.— केन्द्रीय सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि मेसर्स गैस ट्रांसपोर्टेशन एंड इनफ्रास्ट्रक्चर कम्पनी लिमिटेड की संवर्धक कम्पनी मेसर्स रिलायंस इण्डस्ट्रीज लिमिटेड के उत्तरी/दक्षिणी अपतट (आफशोर) और आन्ध्रप्रदेश की संरचनाओं से आन्ध्रप्रदेश राज्य के रंगारेड्डी जिले में विभिन्न उपभोक्ताओं को प्राकृतिक गैस के परिवहन के लिए मेसर्स गैस ट्रांसपोर्टेशन एंड इनफ्रास्ट्रक्चर कम्पनी लिमिटेड द्वारा एक पाईप लाईन बिछाई जानी चाहिए ;

और केन्द्रीय सरकार को ऐसी पाईपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि उस भूमि में जिसके भीतर उक्त पाईपलाइन बिछाई जाने का प्रस्ताव है और जो इस अधिसूचना से संलग्न अनुसूची में वर्णित है, उपयोग के अधिकार का अर्जन किया जाए ;

अतः अब केन्द्रीय सरकार, पेट्रोलियम और खनिज पाईपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उसमें उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है ;

कोई व्यक्ति जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से जिसको भारत के राजपत्र में यथा प्रकाशित इस अधिसूचना की प्रतियाँ साधारण जनता को उपलब्ध करा दी जाती है, इक्कीस दिन के भीतर, भूमि के भीतर पाईपलाइन बिछाई जाने के लिए उपयोग के अधिकार के अर्जन के संबंध में श्री पी. बुच्चा रेड्डी, सक्षम प्राधिकारी, जी.टी.आई.सि.एल. पाईप लाईन परियोजना, सर्वे नंबर 683 और 684, गांव पेन्नापूर, राष्ट्रीय मार्ग 9, सदाशिवपेठ मण्डल, मेदक जिला, आन्ध्रप्रदेश - 502 306 को लिखित रूप में आक्षेप भेज सकेगा ।

अनुसूची

1	2	3	4	5	6
मण्डल : खुतुबुल्लापूर	जिला : रंगारेड्डी			राष्ट्र : आन्ध्रप्रदेश	
1. दुण्डिगल	711	-	0	00	50
	712	-	0	51	50
	719	-	0	31	00
	722	-	0	23	00
	723	-	0	36	00
	740	-	0	03	00
	741	-	0	04	00
	742	-	0	04	00
	743	-	0	32	00
	746	-	0	59	00
	747	-	0	23	00
	751	-	0	22	00
	752	-	0	04	00
	753	-	0	00	50
	754	-	0	40	00
	755	-	0	08	50
	758	-	0	00	50
	871(पाड)	-	0	25	00
	973	-	0	25	00
	974	-	0	04	50
शैल गाडी रस्ता		-	0	03	00
(सर्वे नं 742 & 743 के बीच में)					
सडक		-	0	12	50
(सर्वे नं 972 & 974 बीच में)					
शैल गाडी रस्ता		-	0	02	00
(सर्वे नं 871 & 972 के बीच में)					

[फा. सं. एल.-14014/4/02-जी.पी.]

स्वामी सिंह, निदेशक

Ministry of petroleum & Natural Gas

New Delhi, the 26th December, 2002

S. O. 706.— Whereas, it appears to the Central Government that it is necessary in the public interest that for the transportation of the natural gas from the exploration blocks in the Northern/ Southern Offshore of Goa and structures in Andhra Pradesh of M/s Reliance Industries Limited, the promoter company of M/s Gas Transportation & Infrastructure Company Limited to the various consumers of District Rangareddy in the State of Andhra Pradesh, a pipeline should be laid by M/s Gas Transportation and Infrastructure Company Limited;

And, whereas, it appears to the Central Government that for the purpose of laying such pipe line, it is necessary to the acquire the right of user of land under which the said pipeline is proposed to be laid and which is described in the schedule annexed here to;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person interested in the land described in the said Schedule may within twenty one days from the date on which the copies of this notification, as published in the Gazette of India, are made available to the general public, object in writing to the acquisition of the right of user therein for laying of the pipeline under the land to **Shri.P.Butcha Reddy, Competent Authority, Gas Transportation and Infrastructure Company Limited Pipeline Project, Village Peddapur (Survey No. 683 & 684), On NH9, Sadashivpet Mandal, Medak dist., Andhra Pradesh. Pin: 502306.**

SCHEDULE

Mandal : Qutbullapur	District : Rangareddy	State : Andhra Pradesh		
1.Dundigal	711	-	0	00 50
	712	-	0	51 50
	719	-	0	31 00
	722	-	0	23 00
	723	-	0	36 00
	740	-	0	03 00
	741	-	0	04 00
	742	-	0	04 00
	743	-	0	32 00
	746	-	0	59 00
	747	-	0	23 00
	751	-	0	22 00
	752	-	0	04 00
	753	-	0	00 50
	754	-	0	40 00
	755	-	0	08 50
	758	-	0	00 50
	871(Pond)	-	0	25 00
	973	-	0	25 00
	974	-	0	04 50
	Road	-	0	03 00

1	2	3	4	5	6
Dundigal (contd.)	(Between Sy.Nos.742&743)				
	Village Site		0	12	50
	(Near Sy.Nos.972&974)				
	Road		0	02	00
	(Between Sy.No. 871&972)				

[No. L-14014/4/02-G.P.]
SWAMY SINGH, Director

नई दिल्ली, 18 फरवरी, 2003

का. आ. 707.—केन्द्रीय सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि गुजरात राज्य में बारेजा से नावागाम तक पेट्रोलियम उत्पादों के परिवहन के लिए इंडियन ऑयल कॉर्पोरेशन लिमिटेड द्वारा एक पाइपलाइन बिछाई जानी चाहिए;

और केन्द्रीय सरकार को उक्त पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि उस भूमि में जिसमें पाइपलाइन बिछाए जाने का प्रस्ताव है और जो इस अधिसूचना से संलग्न अनुसूची में वर्णित है, उपयोग के अधिकार का अर्जन किया जाए;

अतः, अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है;

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से जिसको उक्त अधिनियम की धारा 3 की उपधारा (1) के अधीन भारत के राजपत्र में यथा प्रकाशित इस अधिसूचना की प्रतियां साधारण जनता को उपलब्ध करा दी जाती हैं, इक्कीस दिन के भीतर भूमि के नीचे पाइपलाइन बिछाने के संबंध में श्री वी.जे. राजपूत, सक्षम प्राधिकारी और उप कलेक्टर, गुजरात रिफाइनरी, इंडियन ऑयल कॉर्पोरेशन लिमिटेड, कोयली, डाकघर जवाहरनगर, धडोदरा- 391 320 (गुजरात) को लिखित रूप में आक्षेप भेज सकेगा।

अनुसूची

तालुका : दशकरोई		जिला : अहमदाबाद		राज्य : गुजरात	
गोंव का नाम	सर्वेक्षण स. / खण्ड स.	उप-खण्ड सं	क्षेत्रफल		
			हेक्टेयर	एयर	वर्ग मीटर
1	2	3	4	5	6
बारेजा	1602		00	08	02
	1603		00	00	40
	1601		00	05	25
	1552		00	07	79
	1530		00	03	62
	1548		00	02	27
	1492		00	00	70
	1482		00	01	50

[फा. सं. आर-25011/5/2002-ओ.ओर-1]

रेनुका कुमार, अवर सचिव

New Delhi, the 18th February, 2003

S. O. 707.—Whereas, it appears to the Central Government that it is necessary in the public interest that for the transportation of petroleum products from Bareja to Navagam in the State of Gujarat, a pipeline should be laid by the Indian Oil Corporation Limited;

And, whereas, it appears to the Central Government that for the purpose of laying the said pipeline, it is necessary to acquire the right of user in land under which the said pipeline is proposed to be laid and which is described in the Schedule annexed to this notification.

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person, interested in the land described in the said Schedule may, within twenty-one days from the date on which the copies of this notification, issued under sub-section (1) of section 3 of the said Act, as published in the Gazette of India, are made available to the general public, object in writing to the laying of the pipeline under the land to Shri V. J. Rajput, Competent Authority and Deputy Collector, Gujarat Refinery, Indian Oil Corporation Limited, Koyali, Post Office Jawaharnagar, Vadodara-391 320 (Gujarat).

Schedule

Taluka - Dashkroi		District - Ahmedabad		State - Gujarat	
Name of Village	Survey / Block No.	Sub-Division No.	Area		
			Hectare	Are	Centiare
1	2	3	4	5	6
Bareja	1602		00	08	02
	1603		00	00	40
	1601		00	05	25
	1552		00	07	79
	1530		00	03	62
	1548		00	02	27
	1492		00	00	70
	1482		00	01	50

[No. R-25011/5/2002-O.R.-I]
RENUKA KUMAR, Under Secy.

नई दिल्ली, 19 फरवरी, 2003

का. आ. 708.— केन्द्रीय सरकार, साधारण खंड अधिनियम 1897 की धारा 21 के साथ पठित पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 6 द्वारा प्रदत्त शक्तियों को प्रयोग करते हुए, भारत के राजपत्र भाग II खंड 3, उपखंड (ii) तारीख 4 मई, 2002 के पृष्ठ 4155 से पृष्ठ 4158 तक पर प्रकाशित भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना सं० का० आ० 1489 तारीख 1 मई, 2002 को विखंडित करती है ।

[फा. सं. आर-25011/34/2001-ओ.आर.-I]

रेनुका कुमार, अवर सचिव

New Delhi, the 19th February, 2003

S.O. 708.— *exercise of the powers conferred by section 6 of the Petroleum and Mineral Pipelines (Acquisition Right of User in Land) Act 1962 (50 of 1962) read with section 21 of the General Clauses Act 1897, the Central Government hereby rescinds the notification of the Government of India in the Ministry of Petroleum and Natural Gas number S.O. 1489 dated the 1st May, 2002 published in the Gazette of India dated 4th May, 2002 Part-II Section 3, sub-Section (ii) at pages 4155 to 4158.*

[No. R-25011/34/2001-O.R.-I]
RENUKA KUMAR, Under Secy.

नई दिल्ली, 20 फरवरी, 2003

का. आ. 709.— केन्द्रीय सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 3 की उपधारा (1) के अधीन जारी भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना सं० का. आ. 3261 तारीख 28, नवम्बर 2001, जो का. आ. सं० 2761 तारीख 28 अगस्त 2002 द्वारा संशोधित की गयी थी, द्वारा उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में राजस्थान राज्य में चाकसू से होकर गुजरात राज्य में विरमगाम से हरियाणा राज्य में पानीपत तक सलाया-मथुरा पाइपलाइन प्रणाली प्रयोजना के विरमगाम-चाकसू, चाकसू-पानिपत, चाकसू-मथुरा सेक्शनों के संवर्धन के कार्यान्वयन के लिए इंडियन ऑयल कॉर्पोरेशन लिमिटेड द्वारा अपरिष्कृत तेल के परिवहन के लिए पाइपलाइन बिछाने के प्रयोजन के लिए उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा की थी;

और उक्त संशोधन अधिसूचना की प्रति धारा 3 (1) के अधीन जनता को तारीख 9 सितम्बर, 2002 को उपलब्ध करा दी गई थी;

और सक्षम प्राधिकारी ने उक्त अधिनियम के धारा 6 के उपधारा (1) के अधीन केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है;

और, केन्द्रीय सरकार का उक्त रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकार का अर्जित किया जाए।

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में उपयोग का अधिकार का अर्जित किया जाता है;

और केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह निदेश देती है कि उक्त भूमि में उपयोग का अधिकार इस घोषणा के प्रकाशन की तारीख से केन्द्रीय सरकार में निहित होने की बजाय सभी विल्लंगमों से मुक्त इंडियन ऑयल कॉर्पोरेशन लिमिटेड में निहित होगा।

अनुसूची

तहसील : आबू रोड		जिला : सिरोंही		राज्य : राजस्थान	
गाँव का नाम	खसरा सं.	क्षेत्रफल			वर्ग मीटर
		हेक्टेयर	एयर		
1	2	3	4		5
आम्बा	260	0	09		90
चन्द्रावती	556	0	18		97
ओड	229	0	01		39

[फ. सं. आर-25011/46/2001-ओ.आर.-I]

रेनुका कुमार, अवर सचिव

New Delhi, the 20th February, 2003

S. O. 709.—Whereas by the notification of the Government of India, in the Ministry of Petroleum and Natural Gas Number S.O. 3261, dated the 28th November, 2001, as amended by No. S.O. 2761 dated 28th August 2002 issued under sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), (hereinafter referred to as the said Act), the Central Government declared its intention to acquire the right of user in the land specified in the schedule appended to that notification for the purpose of laying pipeline for the transportation of Crude Oil from Viramgam in the State of Gujarat to Panipat in the state of Haryana via Chaksu in the State of Rajasthan by Indian Oil Corporation Limited for implementing the Augmentation of Viramgam- Chaksu, Chaksu-Panipat and Chaksu -Mathura, Sections of Salaya - Mathura Pipeline System Project;

And whereas, copies of the said Amendment notification to notification under section 3 (1) were made available to the general public on the 9th September, 2002;

And whereas, the Competent Authority has, under sub-section (1) of Section 6 of the said Act, submitted his report to the Central Government;

And whereas the Central Government after considering the said report is satisfied that the right of user in the land specified in the Schedule to this Notification should be acquired.

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 6 of the said Act, the Central Government hereby declares that the right of user in the land specified in the Schedule appended to this notification is hereby acquired.

And further, in exercise of the powers conferred by sub-section (4) of section 6 of the said Act, the Central Government hereby directs that the right of user in the said land shall, instead of vesting in the Central Government, vest from the date of publication of this declaration, in the Indian Oil Corporation Limited, free from all encumbrances.

SCHEDULE

Tehsil : ABU ROAD		District : SIROHI		State : RAJASTHAN	
Name of the Village	Khasara No.	Area			
		Hectare	Are	Sq.mtr.	
1	2	3	4	5	
AMBA	260	0	09	90	
CHANDRAWATI	556	0	18	97	
ODE	229	0	01	39	

[No. R-25011/46/2001-O.R.-I]
RENUKA KUMAR, Under Secy.

नई दिल्ली, 20 फरवरी, 2003

का. आ. 710.— केन्द्रीय सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 3 की उपधारा (1) के अधीन जारी भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना सं० का. आ. 2762 तारीख 28 अगस्त 2002 द्वारा उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में राजस्थान राज्य में चाकसू से होकर गुजरात राज्य में विरमगाम से हरियाणा राज्य में पानीपत तक सलाया-मथुरा पाइपलाइन प्रणाली प्रयोजना के विरमगाम-चाकसू, चाकसू-पानीपत और चाकसू-मथुरा सेक्शनों के संवर्धन के कार्यान्वयन के लिए इंडियन ऑयल कॉर्पोरेशन लिमिटेड द्वारा अपरिष्कृत तेल के परिवहन के लिए पाइपलाइन बिछाने के प्रयोजन के लिए उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा की थी;

और उक्त अधिसूचना की प्रति सधारण जनता को तारीख 9 सितम्बर, 2002 को उपलब्ध करा दी गई थी;

और सक्षम प्राधिकारी ने उक्त अधिनियम के धारा 6 के उपधारा (1) के अधीन केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है;

और, केन्द्रीय सरकार का उक्त रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में उपयोग का अधिकार अर्जित किया जाए।

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में उपयोग का अधिकार अर्जित किया जाता है;

और केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह निदेश देती है कि उक्त भूमि में उपयोग का अधिकार इस घोषणा के प्रकाशन की तारीख से केन्द्रीय सरकार में निहित होने की बजाय सभी विल्लंगमों से मुक्त इंडियन ऑयल कॉर्पोरेशन लिमिटेड में निहित होगा।

अनुसूची

तहसील : आबू रोड		जिला : सिरोही	राज्य : राजस्थान		
गाँव का नाम	खसरा सं.	हेक्टेयर	क्षेत्रफल		वर्ग मीटर
			एयर	वर्ग मीटर	
1	2	3	4	5	
आम्बा	263	0	00	20	
खडात	558	0	01	07	
किवरली	944	0	07	42	
	764	0	00	20	

[फ़ा. सं. आर-25011/46/2001-ओ.आर-1]

रेनुका कुमार, अवर सचिव

New Delhi, the 20th February, 2003

S. O. 710.—Whereas by the notification of the Government of India, in the Ministry of Petroleum and Natural Gas Number S.O. 2762, dated the 28th August, 2002, issued under sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), (hereinafter referred to as the said Act), the Central Government declared its intention to acquire the right of user in the land specified in the schedule appended to that notification for the purpose of laying pipeline for the transportation of Crude Oil from Viramgam in the State of Gujarat to Panipat in the state of Haryana via Chaksu in the State of Rajasthan by Indian Oil Corporation Limited for implementing the Augmentation of Viramgam- Chaksu, Chaksu-Panipat and Chaksu - Mathura, Section of Salaya - Mathura Pipeline System Project;

And whereas, Copies of the said notification were made available to the general public on the 9th September, 2002;

And whereas, the Competent Authority has, under sub-section (1) of Section 6 of the said Act, submitted his report to the Central Government;

And whereas the Central Government after considering the said report is satisfied that the right of user in the land specified in the Schedule to this Notification should be acquired.

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 6 of the said Act, the Central Government hereby declares that the right of user in the land specified in the Schedule appended to this notification is hereby acquired.

And further, in exercise of the powers conferred by sub-section (4) of section 6 of the said Act, the Central Government hereby directs that the right of user in the land shall, instead of vesting in the Central Government, vest from the date of publication of this declaration, in the Indian Oil Corporation Limited, free from all encumbrances.

SCHEDULE

Tehsil : ABU ROAD		District : SIROHI		State : RAJASTHAN	
Name of the Village	Khasara No.	Area			
		Hectare	Are	Sq.mtr.	
1	2	3	4	5	
AMBA	263	0	00	20	
KHADAT	558	0	01	07	
KIWARLI	944	0	07	42	
	764	0	00	20	

[No. R-25011/46/2001-O.R.-I]
RENUKA KUMAR, Under Secy.

नई दिल्ली, 24 फरवरी, 2003

का. आ. 711.— केन्द्रीय सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसमें इसके पश्चात उक्त अधिनियम कहा गया है) की धारा 3 की उपधारा (1) के अधीन जारी की गई भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना सं. का. आ. 77 तारीख 9 जनवरी 2002, का आ. 1484 तारीख 30 अप्रैल 2002 द्वारा गुजरात राज्य में जामनगर से मध्यप्रदेश राज्य में भोपात तक जामनगर-भोपाल पाइपलाइन परियोजना के माध्यम से पेट्रोलियम उत्पादों के परिवहन के लिए गैस ट्रांसपोर्टेशन एण्ड इन्फ्रास्ट्रक्चर कम्पनी लिमिटेड द्वारा पाइपलाइन बिछाने के प्रयोजन के लिए उक्त अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा की थी ;

और, उक्त अधिसूचना की प्रतियाँ जनता को तारीख 28 मई, 2002 को उपलब्ध करा दी गई थीं ;

और, सक्षम प्राधिकारी ने पाइपलाइन बिछाई जाने के सम्बन्ध में जनता से प्राप्त आक्षेपों पर विचार कर लिया है और उन्हें अननुज्ञात कर दिया है ;

और, सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उपधारा (1) के अनुसरण में केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है ;

और, केन्द्रीय सरकार ने उक्त रिपोर्ट पर विचार करने के पश्चात और यह समाधान हो जाने पर कि पाइपलाइन बिछाई जाने के लिए उक्त भूमि अपेक्षित है, उसमें उपयोग के अधिकार का अर्जन करने का विनिश्चय किया है ;

अतः, अब केन्द्रीय सरकार उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में पाइपलाइन बिछाने के लिए उपयोग के अधिकार का अर्जन किया जाता है ;

और, केन्द्रीय सरकार उक्त अधिनियम की धारा 6 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह निदेश देती है कि उक्त भूमि के उपयोग का अधिकार इस घोषणा के प्रकाशन की तारीख को केन्द्रीय सरकार में निहित होने की बजाए सभी विल्लंगमों से मुक्त गैस ट्रांसपोर्टेशन एंड इन्फ्रास्ट्रक्चर कम्पनी लिमिटेड में निहित होगा।

अनुसूची

तहसील: देवास गाँव का नाम	जिला: देवास	राज्य: मध्य प्रदेश	क्षेत्रफल	
	सर्वे नंबर	हेक्टर	आरे	सि-आरे
1	2	3	4	5
1. छोटीचुरलाई प.ह.नं.37	15	0	00	20
	योग	0	00	20
2. बड़ी चुरलाई प.ह.नं. 37	595	0	00	10
	योग	0	00	10
3. हापाखेड़ा प.ह.नं. 39	319	0	06	40
	योग	0	06	40
4. बरोठा प.ह.नं. 41	111-112	0	00	50
	योग	0	00	50
5. निवान्या प.ह.नं. 30	589	0	00	20
	योग	0	00	20
6. भंडया पिपल्या प.ह.नं. 30	218/3	0	00	80
	218/4	0	14	50
	योग	0	15	30
7. गुराड़िया भील प.ह.नं. 32	804	0	04	50
	योग	0	04	50

[फा. सं. एल.-14014/28/01-जी.पी.]

स्वामी सिंह, निदेशक

New Delhi, the 24th February, 2003

S. O. 711.— Whereas by notification of the Government of India in the Ministry of Petroleum and Natural Gas. S.O. 77, dated the 9th January, 2002, S.O. 1483 and S.O.1484, dated the 30th April, 2002, issued under sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962) (hereinafter referred to as the said Act), the Central Government declared its intention to acquire the right of user in the land specified in the Schedule appended to that notification for the purpose of laying pipeline for transportation of regassified liquefied natural gas through the Jamnagar – Bhopal Pipeline Project from Jamnagar in the State of Gujarat to Bhopal in the State of Madhya Pradesh by Gas Transportation and Infrastructure Company Limited;

And whereas copies of the said Gazette notification were made available to the public on the 28th May, 2002;

And whereas the objections received from the public to the laying of the pipeline have been considered and disallowed by the competent authority;

And whereas the competent authority has, under sub-section (1) of section 6 of the said Act, submitted report to the Central Government;

And whereas the Central Government after considering the said report and on being satisfied that the said land is required for laying the pipeline, has decided to acquire the right of user therein;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 6 of the said Act, the Central Government hereby declares that the right of user in the land specified in the Schedule appended to this notification is hereby acquired for laying the pipeline;

And further, in exercise of the powers conferred by sub-section (4) of section 6 of the said Act, the Central Government hereby directs that the right of user in the said land for laying the pipeline shall, instead of vesting in the Central Government, vest, on the date of publication of the declaration, in Gas Transportation and Infrastructure Company Limited free from all encumbrances.

SCHEDULE

Tehsil: Dewas		District: Dewas		State: Madhya Pradesh	
Name of the Village				AREA	
	Survey No	Hectare	Are	C-Are	
1	2	3	4	5	
1. CHHOTI CHURLAI P.C.NO-37	15	0	00	20	
	TOTAL	0	00	20	
2. BADI CHURLAI P.C.NO-37	595	0	00	10	
	TOTAL	0	00	10	
3. HAPA KHEDI P.C.NO- 39	319	0	06	40	
	TOTAL	0	06	40	
4. BAROTHA P.C.NO- 41	111-112	0	00	50	
	TOTAL	0	00	50	
5. NIVANIYA P.C.NO- 30	589	0	00	20	
	TOTAL	0	00	20	
6. BHANDIYA PIPLIYA P.C.NO- 30	218/3	0	00	80	
	218/4	0	14	50	
	TOTAL	0	15	30	
7. GURADIYA BHILL P.C.NO- 32	804	0	04	50	
	TOTAL	0	04	50	

Foot Note :—Notification S.O. No. 77 dated the 9th Jan, 2002 and S.O. No. 1483 & 1484 dated the 30th April, 2002 were published in the Government of India Gazette dated 12th Jan, 2002 & 4th May 2002 respectively, in part II, section 3, sub-section (ii).

[No. L-14014/28/01-G.P.]
SWAMY SINGH, Director

नई दिल्ली, 24 फरवरी, 2003

का. आ. 712.— केन्द्रीय सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 3 की उपधारा (1) के अधीन जारी की गई भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना सं. का. आ. 1799 तारीख 27 मई 2002 और का. आ. सं. 2756 तारीख 23 अगस्त 2002 द्वारा गुजरात राज्य में जामनगर से मध्यप्रदेश राज्य में भोपात तक जामनगर-भोपाल पाइपलाइन परियोजना के माध्यम से पेट्रोलियम उत्पादों के परिवहन के लिए गैस ट्रांसपोर्टेशन एंड इन्फ्रास्ट्रक्चर कम्पनी लिमिटेड द्वारा पाइपलाइन बिछाने के प्रयोजन के लिए उक्त अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकार के अर्जन के अपने आशय की घोषणा की थी ;

और, उक्त अधिसूचना की प्रतियाँ जनता को तारीख 23 और 24 सितम्बर 2002 तथा 8 अक्टूबर 2002 को उपलब्ध करा दी गई थीं ;

और पाइपलाइन बिछाने के संबंध में जनता से कोई आक्षेप प्राप्त नहीं हुए है ;

और, सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उपधारा (1) के अनुसरण में केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है;

और, केन्द्रीय सरकार ने उक्त रिपोर्ट पर विचार करने के पश्चात् और यह समाधान हो जाने पर कि उक्त भूमि पाइपलाइन बिछाई जाने के लिए अपेक्षित है, उसमें उपयोग के अधिकार का अर्जन करने का विनिश्चय किया है ;

अतः, अब केन्द्रीय सरकार उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में पाइपलाइन बिछाने के लिए उपयोग के अधिकार का अर्जन किया जाता है ;

और, केन्द्रीय सरकार उक्त अधिनियम की धारा 6 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह निदेश देती है कि उक्त भूमि में उपयोग का अधिकार इस घोषणा के प्रकाशन की तारीख से केन्द्रीय सरकार में निहित होने की बजाए सभी विल्लंगमों से मुक्त गैस ट्रांसपोर्टेशन एंड इन्फ्रास्ट्रक्चर कम्पनी लिमिटेड में निहित होगा।

अनुसूची

तहसील: आष्टा
गाँव का नाम

जिला: सीहोर

राज्य: मध्य प्रदेश

क्षेत्रफल

सर्वे नंबर		हेक्टर	आरे	सि-आरे
1	2	3	4	5
1. निपानियाकलौ	1013,1014	0	09	80
प.ह.नं.38	1172/1013			
	1037,1038	0	28	60
	1076	0	20	00
	600,601,599,	0	12	00
	1111/1/1			
	600,601,599,	0	30	00
	1111/2			
	600,601,599,	0	11	00
	1111/1/2			
	503,504,505,	0	30	80
	506/2/1			
	503,504,505,	0	04	00
	506/1			
	503,504,505,	0	14	00
	506/2/2			
	477/2	0	08	50
	486/1			
	योग	1	68	70
2. चापडिया	3/2/1	0	29	00
प.ह.नं.37	3/2/2	0	16	00
	3/2/3	0	02	00
	3/15	0	24	00
	3/16	0	37	00
	3/13	0	01	00
	3/17	0	53	10
	योग	1	62	10
3. शेखूखेडा	10-603/11	0	07	20
प.ह.नं.12	131	0	00	10
	67	0	00	20
	योग	0	07	50
4. टिगरिया	681/1/1	0	08	00
प.ह.नं.6	681/1/2	0	03	00
	681/1/3	0	00	90
	681/1/4/1	0	07	00
	योग	0	18	90

1	2	3	4	5
5. धनाना प.ह.नं. 31	63/2घ	0	03	00
	योग	0	03	00
6. कल्याणपुरा प.ह.नं. 5	646,647,648,	}	49	60
	649,650,651			
	654,655,	}	14	80
	656/2			
	662/2,682/	}	35	30
	663/5,683/			
	663/1,664/3क	}	00	80
	662/2,682/			
	663/5,683/	}	03	50
	663/1,664/3ख			
	662/2,682/	}	23	00
	663/5,683/			
	663/1,664/3ड	}	0	00
	662/2,682/			
	योग	1	27	00
7. खजूरिया जावर प.ह.नं. 6	535-536,	}	15	70
	537-562			
	योग	0	15	70
8. हिरनिया गांव प.ह.नं. 5	336/2/1	0	16	00
	336/1/3/1क	0	48	90
	336/1/3/1ख	0	01	00
	योग	0	65	90
9. लसूड़िया सूखा प.ह.नं. 37	205/1/1	0	01	60
	94/3	0	06	50
	202/2	0	04	50
	202/3	0	16	60
	200	0	02	50
	योग	0	31	70
10. भाटीखंडा प.ह.नं. 9	84,83,201/	}	09	10
	90/2			
	91,92/2	0	06	80
	योग	0	15	90
11. सेमलीवारी प.ह.नं. 9	316/23/1	0	02	00
	316/23/2	0	08	40
	योग	0	10	40

1	2	3	4	5
1२. चाचाखेड़ी	47,48,50,52/4	0	18	80
प.ह.नं. 37	47,48,50,52/5	0	13	00
	47,48,50,52/6	0	01	00
	55/2	0	11	70
	80/1	0	02	00
	योग	0	46	50
13. हकीमाबाद	416-417	0	18	00
प.ह.नं. 31	439-440/2	0	01	70
	397-783	0	40	90
	841-842	0	03	80
	963-964	0	35	40
	1046-1047	0	05	10
	810-817/1	0	01	80
	436-437-438	0	05	90
	474-475-476	0	06	40
	511-669/2	0	03	90
	774,1305/774	0	05	60
	834,835	0	00	01
	863-864-865	0	01	60
	1051-1052	0	00	20
	1035,1302/1035	0	01	30
	99/1ख	0	15	00
	777-781, } 782/1	0	12	30
	775-776	0	01	00
	778-779 } 780/1	0	01	00
	843	0	01	00
	961-965 } 1303/960	0	06	70
	1009/1	0	06	00
	1009/2	0	15	00
	योग	1	89	61
14. कुंडियाधांगा	256-257	0	27	30
प.ह.नं. 9	423-510/424	0	27	30
	248/1	0	11	00
	248/2	0	05	00
	328/2/2/3	0	01	00
	529-333/1	0	13	00
	541/412/2	0	03	00
	योग	0	87	60

1	2	3	4	5
15. डूका	36-37/1/1	0	28	00
प.ह.नं. 30	32	0	02	00
	13/1	0	24	80
	16,17/2	0	01	30
	45-47	0	17	30
	42-43	0	28	80
	38/2क/1	0	00	40
	36-37/1/4	0	27	50
	60-66/3	0	08	00
	60-66/2	0	26	00
	60-66/1	0	00	30
	36/2	0	28	00
	योग	1	92	40
16. जावर	1329-1331	0	05	10
प.ह.नं. 8	1365-1366/2	0	03	40
	1333-1334/4	0	02	70
	1405,1407/2	0	13	00
	1405,1407/3	0	21	70
	1368/1	0	14	30
	1343/3	0	02	00
	1369/2ख	0	00	50
	1400/1	0	00	80
	योग	0	63	50
17. अरनियागाजी	463-464,	}	42	10
प.ह.नं. 6	465/1,835/2			
	505-506	0	19	10
	845,846,847	0	26	00
	468-469	}	04	00
	470/1			
	513-514	0	01	00
	योग	0	92	20
18. दरखेडा	49/2,50/1,	}	04	20
प.ह.नं. 6	51/1/3			
	9	0	07	00
	योग	0	11	20
19. खड़ी	398/2,403,	}	94	40
प.ह.नं. 30	402,397/2,			
	397/1/2क			
	403,402,	}	02	00
	397/2,397/1,			
	398/1/3			

1	2	3	4	5
खड़ी (निरंतरद्ध)	30,31,32, 1281/32 }	0	36	60
	394,405,406	0	03	00
	1259/419	0	16	00
	407	0	17	00
	1247/298 }	0	07	10
	1261/298 }			
	299/1/1/4	0	54	00
	योग	2	30	10

[फा. सं. एल.-14014/30/01-जी.पी.]

स्वामी सिंह, निदेशक

New Delhi, the 24th February, 2003

S. O. 712.—Whereas by notification of the Government of India in the Ministry of Petroleum and Natural Gas. S.O. 1799, dated the 27th May, 2002 and S.O. 2756, dated the 23rd August, 2002, issued under sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962) (hereinafter referred to as the said Act), the Central Government declared its intention to acquire the right of user in the land specified in the Schedule appended to that notification for the purpose of laying pipeline for transportation of regassified liquefied natural gas through the Jamnagar – Bhopal Pipeline Project from Jamnagar in the State of Gujarat to Bhopal in the State of Madhya Pradesh by Gas Transportation and Infrastructure Company Limited;

And whereas copies of the said Gazette notification were made available to the public on the 23rd and 24th September, 2002 and on the 8th October, 2002;

And whereas no objection has been received from the public to the laying of the pipeline;

And whereas the competent authority has, under sub-section (1) of section 6 of the said Act, submitted report to the Central Government;

And whereas the Central Government after considering the said report and on being satisfied that the said land is required for laying the pipeline, has decided to acquire the right of user therein;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 6 of the said Act, the Central Government hereby declares that the right of user in the land specified in the Schedule appended to this notification is hereby acquired for laying the pipeline;

And further, in exercise of the powers conferred by sub-section (4) of section 6 of the said Act, the Central Government hereby directs that the right of user in the said land for laying the pipeline shall, instead of vesting in the Central Government, vest, on the date of publication of the declaration, in Gas Transportation and Infrastructure Company Limited free from all encumbrances.

SCHEDULE

Tehsil: Aastha		District: Sehore		State: Madhya Pradesh	
Name of the Village		AREA			
	Survey No	Hectare	Are	C-Are	
1	2	3	4	5	
1. NIPANIYA KALA P.C.NO – 38	1013,1014	}	09	80	
	1172/1013				
	1037,1038	}	28	60	
	1076				
	600,601,599,	}	12	00	
	1111/1/1				
	600,601,599,	}	30	00	
	1111/2				
	600,601,599,	}	11	00	
	1111/1/2				
	503,504,505,	}	30	80	
	506/2/1				
	503,504,505,	}	04	00	
	506/1				
	503,504,505,	}	14	00	
	506/2/2				
	477/2	}	08	50	
	486/1				
TOTAL		1	68	70	
2. CHUPADIYA P.C.NO – 37	3/2/1	0	29	00	
	3/2/2	0	16	00	
	3/2/3	0	02	00	
	3/15	0	24	00	
	3/16	0	37	00	
	3/13	0	01	00	
	3/17	0	53	10	
TOTAL		1	62	10	
3. SHEKU KHEDI P.C.NO – 12	10-603/11	0	07	20	
	131	0	00	10	
	67	0	00	20	
TOTAL		0	07	50	
4. TIGARIA P.C.NO – 6	681/1/1	0	08	00	
	681/1/2	0	03	00	
	681/1/3	0	00	90	
	681/1/4/1	0	07	00	
TOTAL		0	18	90	

1	2	3	4	5
5. DHANANA P.C.NO – 31	63/2Gh	0	03	00
	TOTAL	0	03	00
6. KALYANPURA P.C.NO – 5	646,647,648, 649,650,651	0	49	60
	654,655, 656/2	0	14	80
	662/2,682/ 663/5,683/ 663/1,664/3K	0	35	30
	662/2,682/ 663/5,683/ 663/1,664/3Kh	0	00	80
	662/2,682/ 663/5,683/ 663/1,664/3G	0	03	50
	662/2,682/ 663/5,683/ 663/1,664/3D	0	23	00
	TOTAL	1	27	00
7. KHAJURIA JAWAR P.C.NO – 6	535-536, 537-562	0	15	70
	TOTAL	0	15	70
8. HARNIA GAON P.C.NO – 5	336/2/1	0	16	00
	336/1/3/1K	0	48	90
	336/1/3/1Kh	0	01	00
	TOTAL	0	65	90
9. LASUDIA SUKHA P.C.NO – 37	205/1/1	0	01	60
	94/3	0	06	50
	202/2	0	04	50
	202/3	0	16	60
	200	0	02	50
	TOTAL	0	31	70
10. BHATI KHEDA P.C.NO – 9	84,83,201/ 90/2	0	09	10
	91,92/2	0	06	80
	TOTAL	0	15	90
11. SEMLI BARI P.C.NO – 9	316/23/1	0	02	00
	316/23/2	0	08	40
	TOTAL	0	10	40

1	2	3	4	5
12. CHACHA KHEDI	47,48,50,52/4	0	18	80
P.C.NO – 37	47,48,50,52/5	0	13	00
	47,48,50,52/6	0	01	00
	55/2	0	11	70
	80/1	0	02	00
	TOTAL	0	46	50
13. HAKIMABAD	416-417	0	18	00
P.C.NO – 31	439-440/2	0	01	70
	397-783	0	40	90
	841-842	0	03	80
	963-964	0	35	40
	1046-1047	0	05	10
	810-817/1	0	01	80
	436-437-438	0	05	90
	474-475-476	0	06	40
	511-669/2	0	03	90
	774,1305/774	0	05	60
	834,835	0	00	01
	863-864-865	0	01	60
	1051-1052	0	00	20
	1035,1302/1035	0	01	30
	99/1Kh	0	15	00
	777-781, } 782/1	0	12	30
	775-776	0	01	00
	778-779 } 780/1	0	01	00
	843	0	01	00
	961-965 } 1303/960	0	06	70
	1009/1	0	06	00
	1009/2	0	15	00
	TOTAL	1	89	61
14. KUDIA DHANGA	256-257	0	27	30
P.C.NO – 9	423-510/424	0	27	30
	248/1	0	11	00
	248/2	0	05	00
	328/2/2/3	0	01	00
	529-333/1	0	13	00
	541/412/2	0	03	00
	TOTAL	0	87	60

1	2	3	4	5
15. DUKA	36-37/1/1	0	28	00
P.C.NO – 30	32	0	02	00
	13/1	0	24	80
	16,17/2	0	01	30
	45-47	0	17	30
	42-43	0	28	80
	38/2K/1	0	00	40
	36-37/1/4	0	27	50
	60-66/3	0	08	00
	60-66/2	0	26	00
	60-66/1	0	00	30
	36/2	0	28	00
	TOTAL	1	92	40
16. JAHWAR	1329-1331	0	05	10
P.C.NO – 8	1365-1366/2	0	03	40
	1333-1334/4	0	02	70
	1405,1407/2	0	13	00
	1405,1407/3	0	21	70
	1368/1	0	14	30
	1343/3	0	02	00
	1369/2Kh	0	00	50
	1400/1	0	00	80
	TOTAL	0	63	50
17. HARNIA GAZI	463-464,	}	42	10
P.C.NO – 6	465/1,835/2			
	505-506	0	19	10
	845,846,847	0	26	00
	468-469	}	04	00
	470/1			
	513-514	0	01	00
	TOTAL	0	92	20
18. DARKHEDA	49/2,50/1,	}	04	20
P.C.NO – 6	51/1/3			
	9	0	07	00
	TOTAL	0	11	20
19. KHADI	398/2,403,	}	94	40
P.C.NO – 30	402,397/2,			
	397/1/2K			
	403,402,	}	02	00
	397/2,397/1,			
	398/1/3	0		

1	2	3	4	5
KHADI (Cont'd)	30,31,32, 1281/32 }	0	36	60
	394,405,406	0	03	00
	1259/419	0	16	00
	407	0	17	00
	1247/298 }	0	07	10
	1261/298 }	0		
	299/1/1/4	0	54	00
	TOTAL	2	30	10

Foot Note :—Notification S.O. No. 1228 dated the 25th June, 2002 was published in the Government of India Gazette dated 29th June, 2002 in part II, section 3, sub-section (ii).

[No. L-14014/30/01-G.P.]
SWAMY SINGH, Director

नई दिल्ली, 24 फरवरी, 2003

का. आ. 713.— केन्द्रीय सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम 1962 (1962 का 50) (जिसे इसमें इसके पश्चात उक्त अधिनियम कहा गया है) की धारा 3 की उपधारा (1) के अधीन जारी की गई भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना सं. का. आ. 2128 तारीख 29 जून 2002 द्वारा गोवा के उत्तरी/दक्षिणी अपतट से और आन्ध्रप्रदेश की संरचनाओं से प्राकृतिक गैस के परिवहन के लिए गैस ट्रांसपोर्टेशन एण्ड इन्फ्रास्ट्रक्चर कम्पनी लिमिटेड की संवर्धक कम्पनी मैसर्स रिलायंस इन्डस्ट्रीज लिमिटेड द्वारा महाराष्ट्र राज्य के सिंधुदुर्ग जिला के विभिन्न उपभोक्ताओं को प्राकृतिक गैस के परिवहन के लिए मैसर्स गैस ट्रांसपोर्टेशन एण्ड इन्फ्रास्ट्रक्चर कम्पनी लिमिटेड द्वारा पाइपलाइन बिछाई जाने के लिए इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा की थी ;

और, उक्त राजपत्र अधिसूचना की प्रतियां जनता को तारीख 1 अगस्त 2002 से 8 अगस्त 2002 तक उपलब्ध करा दी गई थीं ;

और सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है ;

और, केन्द्रीय सरकार का उक्त रिपोर्ट पर विचार करने के पश्चात और यह समाधान हो जाने पर कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकार का अर्जन करने का विनिश्चय किया है ;

अतः, अब केन्द्रीय सरकार उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए घोषणा करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में पाइपलाइन बिछाने के लिए उपयोग का अधिकार अर्जित किया जाता है ;

और, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह निदेश देती है कि उक्त भूमि में उपयोग का अधिकार इस घोषणा के प्रकाशन की तारीख से केन्द्रीय सरकार में निहित होने की बजाए सभी विल्लंगमों से मुक्त गैस ट्रांसपोर्टेशन एण्ड इन्फ्रास्ट्रक्चर कम्पनी लिमिटेड में निहित होगा।

अनुसूची

तहसील : दोडामार्ग

जिल्हा : कोल्हापूर

राज्य : महाराष्ट्र

गाव का बाम	गट नंबर	सर्व्हे नंबर	उप विभाग/ हिस्सा	आर. ओ. यु. क्षेत्र		
				हेक्टर	आर.	स्वचे.मी.
1	2	3	4	5	6	7
1. आंबडगाव	1215		अ	00	47	03
	1214			00	17	60
	1213			00	17	52
	1212			00	02	13
	1256			00	29	10
	1254			00	10	37
	1253			00	07	87
	1248			00	05	41
	1262			00	85	33
	1238			00	02	28
	1234			00	07	39
	1235			00	00	40
	1232			00	00	65
	1233			00	06	25
	1229			00	08	91
	1228			00	04	16
	1227			00	06	27
	1226			00	05	77
	1284			00	02	50
	1224			00	32	87
	1289			00	01	55
	1287			00	00	83
	1290			00	44	87
	1291			00	11	89
	1292			00	08	68
	1337			00	02	83
	1338			00	00	30
	27			03	70	76
तहसील : सावंतवाडी						
1. आंबोली		98		00	11	94
		128	अ	02	39	97
		सर्व्हे नं. 128/ और				
		133/अ के बीच का रस्ता		00	02	58
		133	अ	00	28	96
		133	क/4	00	09	10

1	2	3	4	5	6	7
आंबोली (निरंतर)		133	क/7	00	05	10
		133	क/8	00	02	30
		133	क/10	00	01	00
		134	1अ	00	44	96
		148	12	00	02	39
		148	7	00	03	55
		148	6	00	01	33
		148	1	00	09	23
		148	3	00	01	43
		148	8	00	01	25
		148	13	00	00	81
		148	9	00	01	62
		148	10	00	03	75
		148	18	00	00	13
		148	4	00	02	68
		148	5	00	01	70
		148	11	00	04	04
		148	19	00	01	35
		149	1	00	00	22
		149	3	00	01	40
		150	1	00	01	74
		150	2	00	02	44
		150	8	00	01	78
		150	5	00	01	62
		150	7	00	07	70
		150	4	00	23	54
		150	6	00	03	78
		151		01	96	28
		153		01	42	27
सर्व्हे नं. 153 के पास का						
नाला				00	04	60
				35	7	68
				54		
2. बांदे		46	1	00	34	00
		46	6	00	00	42
		47	3	00	01	10
		46	3	00	01	09
		46	4	00	00	59
सर्व्हे नं. 46/4 और 60/1						
के बीच का रस्ता						
				00	03	53
				-		
60				1	00	06
						24

1	2	3	4	5	6	7
बांदे (निरंतर)		62	5	00	15	33
		62	3	00	06	69
		62	1	00	02	78
		62	4	00	01	50
		62	2	00	09	10
		64	5	00	00	64
		64	3	00	01	06
		64	1	00	01	13
		66	12	00	06	11
		66	11	00	01	50
		66	10	00	01	63
		66	9	00	01	22
		66	8	00	00	93
		66	7	00	00	66
		65	2	00	08	75
		65	3	00	08	43
		65	4	00	08	62
		65	5	00	05	16
		65	6	00	01	95
		77	4	00	10	41
		77	5	00	00	05
		77	3	00	09	08
		77	2	00	08	46
		77	1	00	12	50
		75	2	00	25	37
	सर्दें नं. 75/2 और 74/8					
	के बीच का नाला	-		00	00	44
	74	8		00	00	36
	74	3		00	17	90
	74	2		00	00	83
	74	4		00	04	60
	74	5		00	03	23
	74	6		00	06	15
		39		02	30	54
3. बावलत	208	-		00	99	50
	207	-		00	42	01
	206	-		00	16	15
	205	-		00	01	72
	204	-		00	00	31
	202	-		00	25	66
	189	-		00	15	74
	220	-		00	40	13

1	2	3	4	5	6	7
बावलत (निरंतर)	231		-	00	01	94
	232		-	00	56	38
	187		-	00	07	02
	233		-	00	06	17
	234		-	00	00	76
	237		-	00	00	40
	239		-	00	19	62
	238		-	00	02	57
	183		-	00	04	71
	240		-	00	00	89
	241		-	00	20	07
	182		-	00	00	40
	258		-	00	68	78
	181		-	00	08	65
	176		-	00	02	71
	259		-	00	52	64
	260		-	00	07	74
	261		-	00	00	07
	265		-	00	24	78
	264		-	00	00	40
	268		-	00	01	27
	266		-	00	14	48
	267		-	00	02	55
	269		-	00	54	49
	270		-	00	20	42
	175		-	00	14	16
	165		-	00	02	52
	163		-	00	01	65
	164		-	00	02	80
	168		-	00	00	40
	169		-	00	02	49
	162		-	00	02	65
	160		-	00	00	70
	159		-	00	01	84
	157		-	00	02	63
	158		-	00	02	60
	156		-	00	03	13
	155		-	00	02	28
	154		-	00	01	10
	152		-	00	24	84
	56		-	00	97	19
	52		-	00	73	17

1	2	3	4	5	6	7
बावलत (निरंतर)	सर्वे नं. 52 और 20 के बीच का गाडी रस्ता 20 सर्वे नं. 20 और 18 के बीच का नाला		-	00	06	92
			-	00	06	85
			-	00	05	38
	18		-	00	43	57
	16		-	00	17	17
	167		-	00	07	84
	56			09	45	01
4. बिलवडे	98	2	00	13	70	
	98	5	00	32	40	
	99	23	00	02	68	
	99	20	00	00	49	
	99	21	00	00	10	
	99	17	00	03	68	
	99	18	00	01	42	
	99	14	00	00	12	
	99	15	00	00	49	
	99	16	00	02	98	
	99	19	00	00	33	
	98	3	00	26	81	
	100	-	00	23	29	
	101	6	00	35	71	
	101	5	00	15	54	
	101	3	00	34	10	
	101	1	00	09	30	
	101	2	00	06	77	
	105	6	00	08	86	
	103	1	00	00	56	
	71	16	00	08	59	
	71	12	00	04	20	
	71	14	00	07	49	
	71	10	00	00	40	
	71	11	00	04	37	
	71	9	00	08	49	
	71	7	00	15	37	
	71	8	00	00	17	
	70	48	00	00	16	
	70	18	00	00	10	

1	2	3	4	5	6	7
बिलवडे (निरंतर)		70	17	00	06	91
		70	42	00	00	10
		70	16	00	03	11
		71	5	00	07	24
		71	4	00	14	06
		71	1	00	13	60
		64	46	00	05	62
		64	64	00	00	18
		64	63	00	00	17
		64	62	00	00	70
		64	59	00	01	60
		64	57	00	01	56
		64	53	00	01	06
		64	52	00	00	12
		64	54	00	01	48
		64	60	00	00	48
		64	58	00	01	29
		64	56	00	02	21
		64	44	00	02	79
		64	55	00	00	80
		64	42	00	00	26
		64	43	00	01	84
		64	33	00	01	74
		64	21	00	00	10
		62	5	00	21	31
		62	4	00	26	50
		62	3	00	17	11
		62	2	00	14	84
		62	1	00	17	40
		63	18	00	01	49
		63	11	00	00	13
		63	12	00	00	50
		63	13	00	00	96
		63	14	00	01	64
		63	4	00	00	36
		63	5	00	00	40
		63	3	00	00	32
	सर्वे नं. 63/3 और 37/32					
	के बीच का नाला		-	00	05	15
	37		32	00	00	90
	37		16	00	00	51
	37		25	00	02	39
	37		44	00	01	46

1	2	3	4	5	6	7
बिलवडे (निरंतर)		37	50	00	00	87
		37	43	00	00	25
		37	24	00	00	13
		36	14	00	06	93
		37	49	00	00	10
		36	15	00	06	13
		36	16	00	09	61
		36	17	00	19	13
		36	18	00	01	42
		36	5	00	34	59
		36	10	00	02	76
		36	3	00	00	70
		36	1	00	11	28
		36	2	00	00	10
		36	9	00	00	10
		31	15	00	19	16
		31	6	00	16	17
		31	9	00	03	54
		31	11	00	05	54
		31	12	00	03	57
		31	8	00	05	02
		31	2	00	23	21
		48	29	00	07	94
		48	1	00	25	31
सर्वे नं. 48/1 और 30/3						
के बीच का रस्ता				00	05	76
		30	3	00	09	31
		19	4	00	63	36
		19	1	00	21	94
		19	2	00	03	00
सर्वे नं. 19/2 और 17 के						
बीच का रस्ता				00	04	69
		17		00	24	33
		16	-	00	04	50
		15	-	00	34	22
नदी			-	00	27	85
		106		08	53	58
5. देवसु	593		-	00	04	41
	592		-	00	08	12

1	2	3	4	5	6	7
देवसु (निरंतर)	594	-	00	00	64	
	595	-	00	00	69	
	596	-	00	01	75	
	599	-	02	73	40	
	587	-	00	14	81	
	601	-	00	02	30	
	604	-	00	01	51	
	600	-	00	04	45	
	613	-	00	82	95	
	648	-	00	03	80	
	625	-	00	01	68	
	622	-	00	00	45	
	624	-	00	21	40	
	629	-	00	00	85	
गट नं. 629 और						
860 के बीच का				00	15	91
नाला		-				
	860	-	00	05	13	
	861	-	00	02	79	
	859	4	00	01	88	
	859	5	00	02	24	
	862	-	00	15	87	
	841	4	00	25	81	
गट नं. 841/4 और						
711 के बीच का				00	05	66
रस्ता						
	711		00	01	25	
	712		00	63	18	
	791		00	14	05	
	714		00	98	54	
	28		06	75	52	
6. गेळे		सर्व्हे नं. 67/48 के पास		00	04	48
		का नाला	-			
	67	48	00	15	04	
	67	49	00	06	90	
	67	37	00	00	11	
	67	50	00	00	57	
	67	38	00	08	02	
	67	16	00	28	10	
	67	39	00	01	79	

1	2	3	4	5	6	7
गेळे (निरंतर)		67	32	00	00	30
		67	31	00	07	89
		67	25	00	02	66
		67	23	00	00	91
		67	22	00	00	34
		67	15	00	00	01
		67	11	00	06	70
		67	5	00	00	90
		67	6	00	00	99
		67	12	00	03	02
		67	7	00	01	07
		67	2	00	00	54
		68	1	00	00	80
		68	2	00	00	10
		68	7	00	00	50
		68	8	00	01	08
		68	13	00	00	20
		69	19	00	01	32
		69	13	00	03	23
		69	20	00	00	17
		69	7	00	00	76
		69	8	00	01	69
		69	14	00	02	75
		69	15	00	00	64
		69	9	00	04	30
		69	2	00	07	21
		69	10	00	00	10
		69	3	00	00	10
		70	48	00	04	50
		70	47	00	01	80
		70	38	00	00	15
		70	36	00	01	74
		70	26	00	00	39
		70	27	00	04	68
		71	1	00	28	16
		71	2	00	39	06
		74	-	01	36	86
		62	1	00	34	41
		57	-	00	03	94
		75	-	00	50	05
		12	-	00	46	14
	सर्व्हे नं. 12 और 14 के बीच का नाला			00	03	47
	14		-	02	21	13

1	2	3	4	5	6	7
गेळे (निरंतर)		18	-	01	42	43
		19	-	01	12	46
		40	-	00	35	38
		39	-	00	66	03
		38	-	00	94	68
		32	2	00	00	10
		32	1	00	16	75
		31	6	00	01	05
		31	1	00	03	85
		26	1	01	59	64
		81		13	24	14
7. कळबिस्त	नाला			00	18	09
	नाला और गट नं.					
	2306 के बीच का			00	02	64
	रस्ता					
	2306			00	08	02
	2304			00	18	60
	2303			00	09	50
	5			00	56	85
8. नेतर्डे		16	2	00	10	93
		17	18	00	03	86
		16	1	00	34	74
		17	16	00	00	50
		17	14	00	02	61
		17	10	00	00	62
		17	12	00	05	03
		17	13	00	05	80
		17	9	00	05	82
		17	3	00	05	52
		17	8	00	00	10
		17	4	00	00	56
		17	2	00	06	66
		17	1	00	02	31
		5	23	00	01	40
		5	25	00	01	36
		5	16	00	05	70
		5	15	00	12	11
		5	12	00	03	82
		5	11	00	00	43
		5	14	00	00	60
		5	13	00	01	65
		5	8	00	00	50
		5	7	00	01	28

1	2	3	4	5	6	7
नेतर्क (निरंतर)		5	5	00	01	12
		5	4	00	01	18
		5	6	00	00	27
		5	2	00	00	90
		5	1	00	00	76
		5	3	00	01	02
		4	46	00	00	14
		4	45	00	01	00
		4	38	00	01	56
		4	31	00	01	56
		4	33	00	00	26
		4	32	00	00	21
		4	30	00	00	76
		4	27	00	01	56
		4	29	00	00	40
		4	26	00	01	16
		4	24	00	00	80
		4	23	00	00	60
		4	25	00	01	17
		4	22	00	00	27
		4	20	00	00	22
		4	19	00	00	20
		4	18	00	00	22
		4	17	00	00	21
		4	14	00	00	32
		4	13	00	00	31
		4	12	00	00	31
		4	11	00	00	28
		4	10	00	00	28
		4	9	00	00	30
		4	8	00	00	39
		4	7	00	00	26
		4	5	00	00	47
		4	6	00	03	50
		4	1	00	01	03
		4	4	00	00	45
		19	8	00	02	94
		19	2	00	03	73
		19	3	00	04	00
		21	104	00	00	75
		21	103	00	00	10
		21	107	00	04	80
		21	105	00	00	62
		21	102	00	15	78

1	2	3	4	5	6	7	
नैतर्डे (निरंतर)		21	99	00	02	18	
		21	98	00	01	62	
		21	96	00	01	06	
		21	95	00	00	50	
		21	93	00	00	10	
		20	14	00	06	74	
		20	13	00	04	09	
		20	12	00	01	01	
		20	11	00	02	50	
		20	5	00	00	80	
		20	4	00	13	94	
		20	9	00	01	46	
		20	8	00	00	61	
		20	3	00	00	10	
		44		05	48	46	
		30	1	00	04	18	
		34		00	00	40	
			85		07	61	83
	9. ओटावणे	नदी			00	10	57
		75	43+50		00	07	31
75		43		00	00	36	
75		39		00	11	52	
75		6		00	15	77	
75		7		00	03	96	
75		8		00	04	68	
सर्व्हे नं 75/8 और 74/50अ के बीच का रस्ता			00	05	09		
74		50अ		00	07	66	
74		46		00	17	71	
74	37		00	03	88		
74	36		00	06	65		
73	37		00	00	02		
73	35		00	01	78		
73	18अ + 25		00	00	15		
74	22+35		00	03	61		
74	14		00	00	10		
74	5		00	03	48		
74	4		00	02	13		
68	24		00	00	32		
74	3		00	04	60		
69	59		00	04	85		

1	2	3	4	5	6	7	
ओटावणे (निरंतर)		68	13	00	00	39	
		68	12	00	00	42	
		68	11	00	00	64	
		68	50	00	03	87	
		69	36	00	04	48	
		68	9	00	01	59	
		68	7	00	01	85	
		68	5	00	00	68	
		68	4	00	00	46	
		69	20	00	01	70	
		68	3	00	00	12	
		69	13	00	04	95	
		69	14	00	02	64	
		69	12	00	02	36	
		69	5	00	00	52	
		71	5	00	10	91	
		71	4	00	35	07	
		71	2	00	23	88	
		49	1/1	00	93	90	
	सर्व्हे नं. 49/1/1 और						
	50/38 के बीच का रस्ता				00	03	68
	50	38	00	02	23		
	50	19	00	12	66		
	50	4	00	05	31		
	50	16	00	01	15		
	50	3	00	08	48		
	50	2	00	04	28		
	51	2+8	00	01	81		
	44	48	00	04	99		
	44	43	00	05	53		
	44	46	00	00	11		
	44	45	00	01	65		
	44	38	00	00	95		
	44	39	00	05	45		
	44	37	00	00	69		
	44	40	00	00	79		
	44	36	00	02	09		
	44	24	00	02	14		
	44	23	00	01	90		
	44	22	00	01	64		
	44	18	00	01	02		
	43	35	00	02	80		
	44	19	00	00	66		
	43	34	00	00	37		

1	2	3	4	5	6	7
ओटावणे (निरंतर)	43	8	00	00	15	
	43	24	00	02	93	
	43	21	00	03	72	
	43	22	00	01	75	
	43	18	00	02	42	
	43	19	00	00	28	
	43	23	00	01	59	
	43	17	00	02	35	
	43	14	00	03	61	
	43	9	00	05	09	
	43	5	00	03	30	
	43	2	00	05	21	
	43	1	00	04	96	
	29	38	00	04	58	
	29	33	00	07	75	
	29	31	00	01	79	
	29	22	00	08	12	
	29	19	00	08	77	
	29	18	00	05	11	
	29	12	00	11	38	
	29	10	00	18	56	
	29	5	00	06	06	
	29	3	00	24	36	
	29	1	00	06	53	
	20	41	00	21	74	
	20	40	00	17	24	
	20	42	00	00	12	
	21	1	00	12	94	
	21	3अ	00	33	31	
	नदी		00	15	42	
	95		08	20	13	
10. ओवालिये	सर्क नं. 7/29 के पास का		00	03	60	
	नाला					
	7	29	00	05	23	
	7	24	00	00	85	
	7	17	00	00	40	
	7	14	00	01	90	
	7	10	00	00	05	
	6	2	00	32	32	
	5	37	00	03	44	
	5	34	00	07	02	
	5	35	00	02	37	
	5	38	00	00	12	
	5	36	00	00	35	

1	2	3	4	5	6	7
ओवालिये (निरंतर)		सर्व्हे नं. 5/36 और 5/30				
		के बीच का रस्ता		00	02	16
	5	30		00	04	46
	5	26		00	01	52
	5	31		00	04	31
	5	25		00	05	39
	5	17		00	00	95
	5	8		00	15	47
	5	1		00	01	61
	5	10		00	03	55
	5	5		00	00	20
	5	6		00	00	41
	5	7		00	00	04
	5	3		00	00	80
	3	अ/1		00	00	96
		सर्व्हे नं. 4/1 और 13 के				
		बीच का नाला		00	07	70
	13			00	00	31
	14	16		00	01	27
	14	14		00	03	21
	14	10		00	04	98
	14	9		00	06	89
	14	37		00	00	12
	14	27		00	00	50
	14	6		00	03	31
	14	1		00	06	30
	14	2		00	06	16
	14	15		00	00	02
	14	11		00	00	96
	14	3		00	04	57
	14	4		00	06	06
	14	5		00	05	50
	18	अ/2		00	36	30
	18	अ/3		00	36	50
	18	अ/6		00	04	00
	18	अ/7		00	01	00
	18	अ/14		00	01	00
	15	2		00	09	23
	15	1		00	04	79
	45	अ/1		00	09	00
	45	अ/3		00	26	50
	45	अ/6		00	06	50
	45	अ/8		00	57	64

1	2	3	4	5	6	7
ओवालिये (निरंतर)		44	6	00	00	07
		44	7	00	02	24
		44	4	00	01	14
		सर्वे नं. 44/4 और 44/5		00	12	89
		के बीच का नाला				
		44	5	00	00	08
		44	1	00	00	82
		44	2	00	00	59
		80	2	00	04	07
		43	2	00	00	52
		43	4	00	07	91
		43	3	00	04	86
		47		00	10	10
		46		00	82	01
		49	1	00	10	99
		63	7	00	26	52
		63		01	13	94
		61		00	31	00
		60		00	79	28
		67	2	00	65	24
		66	3	00	04	74
		65	1अ/1	00	22	40
		66	5	00	09	03
		69		00	91	73
		70	1	00	07	92
		76		00	17	66
		76	2	00	32	10
		74		00	97	22
		80		10	86	89
11. सातोली	359		1	00	71	33
	356			00	31	37
	357			00	08	24
	157			00	88	64
	156			00	56	57
	159		अ	01	23	33
	158			00	24	91
	194			00	01	10
	202			00	37	25
	218			00	07	15
	200			00	02	64

1	2	3	4	5	6	7
सातोली (निरंतर)	गट नं. 200 और 199 के बीच का रस्ता			00	03	02
	224	2		00	17	86
	264			00	02	00
	259			00	01	71
	263			00	00	80
	262			00	00	79
	261			00	01	79
	265			00	03	33
	244			00	08	80
	246			00	01	09
	245			00	01	84
	268			00	00	83
	243			00	02	62
	272			00	07	28
	240			00	06	90
	गट नं. 240 और 239/अ के बीच का रस्ता			00	03	66
	239	अ		00	04	40
	239	ब		00	03	59
	278			00	00	40
	गट नं. 278 और 280 के बीच का नाला			00	06	32
	280			00	32	43
	279			00	40	29
	33			06	04	28
12. शेली	नदी			00	20	02
	151			00	37	49
	153	22		00	17	08
	153	17		00	10	24
	142	25		00	02	75
	142	20		00	00	74
	142	18		00	02	54
	142	2		00	02	60
	142	21		00	18	00
	142	3		00	00	33
	142	5		00	05	68

1	2	3	4	5	6	7
शेर्ले (निरंतर)	142		19	00	06	57
	142		7	00	16	76
	141		32	00	01	16
	142		8	00	06	89
	142		9	00	05	25
	141		35	00	01	99
	141		1	00	00	08
	141		38	00	01	35
	141		22	00	03	79
	141		11	00	00	22
	141		10	00	00	01
	141		6	00	04	60
	141		8	00	07	00
	141		9	00	20	00
	141		7	00	02	83
	140		2	00	09	79
	128		48	00	01	16
	128		47	00	00	46
	128		46	00	00	46
	128		43	00	00	59
	128		37	00	00	50
	128		41	00	00	45
	128		39	00	00	36
	128		35	00	00	16
	128		34	00	00	01
	128		7	00	01	89
	128		45	00	00	57
	128		44	00	00	25
	128		42	00	00	38
	128		40	00	00	24
	128		38	00	00	33
	128		36	00	00	49
	128		31	00	00	51
	128		32	00	00	40
	128		29	00	00	85
	128		28	00	00	47
	128		26	00	00	07
	127		6	00	08	14
	127		11	00	05	26
	127		12	00	03	16
	127		14	00	05	64
	127		17	00	03	37
	127		16	00	03	78
	127		18	00	05	80
	127		15	00	00	08

1	2	3	4	5	6	7
शेर्ले (निरंतर)	126		12	00	07	18
	125		24	00	01	78
	125		25	00	01	36
	125		14	00	02	48
	125		15	00	04	53
	125		16	00	02	70
	125		17	00	02	14
	125		18	00	02	40
	125		19	00	04	97
	125		20	00	01	64
	125		21	00	02	52
	125		22	00	01	90
	125		23	00	02	56
	125		10	00	04	15
	124		1	00	06	69
	124		2	00	03	00
	123		13	00	22	85
	123		2	00	01	96
	123		3	00	02	77
	122		2	00	02	53
	122		3	00	02	51
	122		4	00	02	70
	122		5	00	02	80
	122		6	00	02	71
	121		4	00	02	44
	121		5	00	02	77
	121		8	00	02	56
	121		6	00	02	47
	121		9	00	02	68
	121		3	00	08	82
	121		7	00	02	81
	120		1	00	03	03
	120		2	00	02	56
	120		13	00	03	01
	120		18	00	01	22
	120		19	00	00	23
	120		14	00	00	71
	120		16	00	00	31
	120		17	00	01	72
	120		20	00	00	11
	120		6	00	02	52
	120		7	00	02	42
	120		12	00	00	63
	119		36	00	04	05

1	2	3	4	5	6	7
शेर्ले (निरंतर)	119		34	00	00	55
	119		39	00	02	35
	119		40	00	00	62
	119		37	00	00	80
	119		41	00	00	36
	119		35	00	00	67
	119		38	00	00	64
	94		1	00	02	75
	94		2	00	01	55
	94		3	00	02	40
	94		4	00	02	42
	94		5	00	04	55
	94		6	00	02	99
	94		7	00	02	73
	94		8	00	03	36
	94		9	00	05	66
	94		10	00	05	46
	94		11	00	02	64
	94		12	00	06	28
	96		2	00	01	08
	96		10	00	00	48
	96		8	00	04	50
	96		3	00	00	30
	96		7	00	00	31
	96		5	00	01	30
	95		15	00	00	44
	96		1	00	19	04
	98		2	00	03	95
	98		20	00	02	10
	98		21	00	01	99
	98		22	00	01	69
	98		23	00	02	12
	98		24	00	01	81
	98		25	00	03	42
	98		26	00	02	50
	98		27	00	01	67
	98		11	00	03	50
	98		14	00	04	27
	98		31	00	01	98
	98		32	00	01	35
	99		1	00	04	59
	99		2	00	05	21

1	2	3	4	5	6	7
शेर्ले (निरंतर)	गट नं. 99/2 और 84 के बीच का रस्ता			00	05	35
	84			00	00	04
	85	1		00	05	00
	85	10		00	03	50
	85	3		00	00	06
	85	11		00	05	91
	85	4		00	09	09
	85	15		00	03	30
	85	16		00	02	90
	86	2		00	16	94
	87	1		00	06	29
	153			05	66	25
13. वेर्ले	655			00	08	11
	659			00	00	40
	660			00	04	60
	661			00	23	85
	671			00	01	56
	672			00	00	40
	675			00	05	52
	674			00	01	58
	673			00	00	40
	677			00	02	19
	676			00	04	49
	678			00	02	96
	679			00	00	40
	680			00	07	44
	739			00	00	40
	734			00	01	22
	735			00	00	90
	738			00	01	48
	740			00	00	40
	743			00	00	42
	737			00	01	20
	736			00	02	61
	744			00	10	32
	877			00	00	37
	876			00	03	93
	875			00	00	41
	867			00	05	41
	874			00	00	95
	868			00	04	91
	869	1		00	08	66

1	2	3	4	5	6	7
वैलें (निरंतर)	869		2	00	05	94
	870			00	00	85
	863			00	00	47
	862			00	14	62
	557		4	00	07	02
	861			00	00	14
	860			00	03	44
	859			00	00	17
	856			00	00	40
	857			00	01	91
	999			00	02	67
	991			00	11	05
	1007			00	00	71
	1005			00	00	87
	1008			00	03	16
	1003			00	00	40
	1010			00	00	40
	1011			00	00	76
	1001			00	00	56
	1016			00	00	40
	1015			00	01	79
	558		3	00	24	06
	1020			00	00	40
गट नं. 1020 और						
1024 के बीच का				00	10	36
रस्ता						
	1024			00	00	40
	1025			00	04	21
	1026			00	00	86
	1027			00	01	95
	1028			00	04	98
	1029			00	01	28
	1030			00	00	58
	1031			00	08	58
	1033			00	04	07
	1034			00	05	55
	1037			00	00	40
	1039			00	05	00
	1040			00	01	30
	67			02	39	20
14. वापोली	84		23	00	00	40
	84		27	00	02	61
	84		24	00	01	01

1	2	3	4	5	6	7
वापोली (निरंतर)	82	18	00	08	59	
सर्व्हे नं. 82/16 और 83/24 के बीच का रस्ता			00	02	50	
83	24	00	00	59		
82	8	00	12	48		
सर्व्हे नं. 82/13 और 82/9 के बीच का नाला			00	05	27	
82	9	00	03	58		
82	11	00	03	80		
82	10	00	03	80		
82	5	00	01	00		
82	7	00	04	14		
82	12	00	02	66		
82	15	00	00	02		
82	8	00	03	44		
82	4	00	02	87		
82	3	00	01	81		
82	1	00	00	31		
81	2	00	01	81		
78	8	00	43	83		
78	4	00	04	05		
78	2	00	09	84		
75	7	00	32	18		
75	8	00	48	85		
सर्व्हे नं. 75/6 और 73 के बीच का नाला			00	00	20	
75	2	00	12	82		
सर्व्हे नं. 75/2 और 75/4 के बीच का रस्ता			00	02	00	
75	4	00	00	10		
75	3	00	53	30		
72	4	00	04	83		
72	1	00	21	18		
72	2	00	00	10		
11	31	00	47	72		
11	30	00	20	85		
11	21	00	09	25		
सर्व्हे नं. 11/21 और 18/47 के बीच का रस्ता			00	01	50	
18	41	00	01	18		

1	2	3	4	5	6	7
वापोली (निरंतर)		18	48	00	02	11
		18	42	00	05	80
		18	39	00	01	00
		18	43	00	04	34
		18	44	00	00	25
		18	36	00	10	42
		18	37	00	08	07
		18	38	00	01	90
		18	31	00	04	06
		18	25	00	10	83
		18	16	00	02	41
		18	21	00	05	96
		19	19	00	01	01
		19	17	00	07	97
		19	18	00	00	10
		19	12	00	17	84
		19	13	00	09	43
		19	11	00	00	10
		19	10	00	09	41
		19	8	00	10	02
		19	5	00	12	60
		19	3	00	03	32
		24	53	00	03	37
		24	57	00	00	10
		24	46	00	07	15
		24	41	00	08	50
		24	37	00	20	42
		24		00	05	35
		24	27A	00	02	37
		24	26A	00	00	10
		20		00	32	31
		22	19	00	00	18
		22	16	00	04	65
		22	13	00	05	30
		22	11	00	04	49
	सर्व्हे नं. 22/11 और 22/9			00	01	75
	के बीच का रस्ता					
	22	9	00	06	65	
	22	8	00	06	17	
	22	6	00	04	63	
	22	5	00	01	06	
	23	21	00	01	44	
	23	22	00	00	38	
	23	14	00	01	79	

1	2	3	4	5	6	7
वापोली (निरंतर)		23	10	00	09	85
		22	3	00	09	12
		23	9	00	11	02
		22	2	00	01	64
		23	8	00	03	39
		23	2	00	58	48
		36	5	00	20	53
		36	4	00	05	89
		36	2	00	03	03
	सर्व्हे नं. 36/2 और 37 के बीच का रस्ता			00	09	52
	37			00	42	93
	47	1		00	17	20
	93			08	13	16

[फा. सं. एल.-14014/30/02-जी.पी.]

स्वामी सिंह, निदेशक

New Delhi, the 24th February, 2003

S. O. 713.— whereas, by a notification of the Government of India in the Ministry of Petroleum and Natural Gas, No. S.O. 2128 dated 29th June 2002, issued under sub-section (1) of section 3 of the Petroleum & Minerals Pipelines (Acquisition of Right of User in Land) Act 1962 (50 of 1962) (hereinafter referred to as the said Act) the Central Government declared its intention to acquire the right of user in the land, specified in the schedule appended to that notification for the purpose of laying pipeline for transport of natural gas from, the exploration blocks in the Northern / Southern Offshore of Goa and Structures in Andhra Pradesh of M/s Reliance Industries Limited, the promoter company of M/s Gas Transportation and Infrastructure Company Limited to the various consumers of District Sindhudurg in the State of Maharashtra, a Pipeline should be laid by M/s Gas Transportation & Infrastructure Company Limited;

And whereas copies of the said Gazette notification were made available to the public from the 1st August 2002 to 8th August 2002

And whereas the Competent Authority has under sub-section (1) of section 6 of said Act submitted report to the Central Government;

And further whereas the Central Government has, after considering the said report and on being satisfied that the said land is required for laying the pipeline and has decided to acquire the right of user in the lands specified in the Schedule appended to this notification;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 6 of the said Act, the Central Government hereby declares that the right of user in the land specified in the Schedule appended to this notification is hereby acquired, for laying the pipeline;

And further in exercise of the powers conferred by sub-section (4) of section 6 of the said Act the Central Government directs that the right of user in the said land shall instead of vesting in the Central Government, vest on this date of publication of this declaration, in Gas Transportation and Infrastructure Co. Ltd., free from all encumbrances.

Schedule

Tahsil : Dodamarg

District : Sindhudurg

State: Maharashtra

Name of the Village	Gat. No	Survey No.	Sub-Division No.	Area of ROU		
				Hect.	Are	C-Are
1	2	3	4	5	6	7
1. Ambadgaon	1215		A	00	47	03
	1214			00	17	60
	1213			00	17	52
	1212			00	02	13
	1256			00	29	10
	1254			00	10	37
	1253			00	07	87
	1248			00	05	41
	1262			00	85	33
	1238			00	02	28
	1234			00	07	39
	1235			00	00	40
	1232			00	00	65
	1233			00	06	25
	1229			00	08	91
	1228			00	04	16
	1227			00	06	27
	1226			00	05	77
	1284			00	02	50
	1224			00	32	87
	1289			00	01	55
	1287			00	00	83
	1290			00	44	87
	1291			00	11	89
	1292			00	08	68
	1337			00	02	83
	1338			00	00	30
27				03	70	76
Tahsil : Sawantwadi						
1. Amboli		98		00	11	94
		128	A	02	39	97
	Road between Survey No. 128/A & 133/A			00	02	58
		133	A	00	28	96
		133	C/4	00	09	10
		133	C/7	00	05	10
		133	C/8	00	02	30
		133	C/10	00	01	00
		134	1A	00	44	96

1	2	3	4	5	6	7
Amboli (Contd.)	148	12	00	02	39	
	148	7	00	03	55	
	148	6	00	01	33	
	148	1	00	09	23	
	148	3	00	01	43	
	148	8	00	01	25	
	148	13	00	00	81	
	148	9	00	01	62	
	148	10	00	03	75	
	148	18	00	00	13	
	148	4	00	02	68	
	148	5	00	01	70	
	148	11	00	04	04	
	148	19	00	01	35	
	149	1	00	00	22	
	149	3	00	01	40	
	150	1	00	01	74	
	150	2	00	02	44	
	150	8	00	01	78	
	150	5	00	01	62	
	150	7	00	07	70	
	150	4	00	23	54	
	150	6	00	03	78	
	151		01	96	28	
	153		01	42	27	
	Nala Near S. No 153			00	04	60
				35	7	68
2. Bande	46	1	00	34	00	
	46	6	00	00	42	
	47	3	00	01	10	
	46	3	00	01	09	
	46	4	00	00	59	
	Road between					
	Survey No. 46/4 &			00	03	53
	60/1	-				
	60	1	00	06	24	
	62	5	00	15	33	
	62	3	00	06	69	
	62	1	00	02	78	
	62	4	00	01	50	
	62	2	00	09	10	
	64	5	00	00	64	
	64	3	00	01	06	
	64	1	00	01	13	

1	2	3	4	5	6	7
Bande(Contd.)		66	12	00	06	11
		66	11	00	01	50
		66	10	00	01	63
		66	9	00	01	22
		66	8	00	00	93
		66	7	00	00	66
		65	2	00	08	75
		65	3	00	09	43
		65	4	00	08	62
		65	5	00	05	16
		65	6	00	01	95
		77	4	00	10	41
		77	5	00	00	05
		77	3	00	09	08
		77	2	00	08	46
		77	1	00	12	50
		75	2	00	25	37
		Nala between Survey				
		No. 75 /2 & 74/8				
				00	00	44
			-			
		74	8	00	00	36
		74	3	00	17	90
		74	2	00	00	83
		74	4	00	04	60
		74	5	00	03	23
		74	6	00	06	15
		39		02	30	54
3. Baulat	208		-	00	99	50
	207		-	00	42	01
	206		-	00	16	15
	205		-	00	01	72
	204		-	00	00	31
	202		-	00	25	66
	189		-	00	15	74
	220		-	00	40	13
	231		-	00	01	94
	232		-	00	56	38
	187		-	00	07	02
	233		-	00	06	17
	234		-	00	00	76
	237		-	00	00	40
	239		-	00	19	62
	238		-	00	02	57
	183		-	00	04	71

1	2	3	4	5	6	7
3. Baulat (Contd.)	240	-	00	00	89	
	241	-	00	20	07	
	182	-	00	00	40	
	258	-	00	68	78	
	181	-	00	08	65	
	176	-	00	02	71	
	259	-	00	52	64	
	260	-	00	07	74	
	261	-	00	00	07	
	265	-	00	24	78	
	264	-	00	00	40	
	268	-	00	01	27	
	266	-	00	14	48	
	267	-	00	02	55	
	269	-	00	54	49	
	270	-	00	20	42	
	175	-	00	14	16	
	165	-	00	02	52	
	163	-	00	01	65	
	164	-	00	02	80	
	168	-	00	00	40	
	169	-	00	02	49	
	162	-	00	02	65	
	160	-	00	00	70	
	159	-	00	01	84	
	157	-	00	02	63	
	158	-	00	02	60	
	156	-	00	03	13	
	155	-	00	02	28	
	154	-	00	01	10	
	152	-	00	24	84	
	56	-	00	97	19	
	52	-	00	73	17	
	Cart Track between Gat No. 52 & 20	-	00	06	92	
	20	-	00	06	85	
	Nala between Gat No. 20 & 18	-	00	05	38	
	18	-	00	43	57	
	16	-	00	17	17	
	167	-	00	07	84	
	56		09	45	01	

1	2	3	4	5	6	7
4. Bilavade		98	2	00	13	70
		98	5	00	32	40
		99	23	00	02	68
		99	20	00	00	49
		99	21	00	00	10
		99	17	00	03	68
		99	18	00	01	42
		99	14	00	00	12
		99	15	00	00	49
		99	16	00	02	98
		99	19	00	00	33
		98	3	00	26	81
		100	-	00	23	29
		101	6	00	35	71
		101	5	00	15	54
		101	3	00	34	10
		101	1	00	09	30
		101	2	00	06	77
		105	6	00	08	86
		103	1	00	00	56
		71	16	00	08	59
		71	12	00	04	20
		71	14	00	07	49
		71	10	00	00	40
		71	11	00	04	37
		71	9	00	08	49
		71	7	00	15	37
		71	8	00	00	17
		70	48	00	00	18
		70	18	00	00	10
		70	17	00	06	91
		70	42	00	00	10
		70	16	00	03	11
		71	5	00	07	24
		71	4	00	14	06
		71	1	00	13	80
		64	48	00	05	82
		64	64	00	00	18
		64	63	00	00	17
		64	62	00	00	70
		64	59	00	01	80
		64	57	00	01	58
		64	53	00	01	06
		64	52	00	00	12

1	2	3	4	5	6	7
Bitavade (Contd.)		64	54	00	01	48
		64	60	00	00	48
		64	58	00	01	29
		64	56	00	02	21
		64	44	00	02	79
		64	55	00	00	80
		64	42	00	00	26
		64	43	00	01	84
		64	33	00	01	74
		64	21	00	00	10
		62	5	00	21	31
		62	4	00	26	50
		62	3	00	17	11
		62	2	00	14	84
		62	1	00	17	40
		63	18	00	01	49
		63	11	00	00	13
		63	12	00	00	50
		63	13	00	00	96
		63	14	00	01	34
		63	4	00	00	36
		63	5	00	00	40
		63	3	00	00	32
	Nala between Survey No. 63/3 & 37/32			00	05	15
		37	32	00	00	90
		37	16	00	00	51
		37	25	00	02	39
		37	44	00	01	46
		37	50	00	00	87
		37	43	00	00	25
		37	24	00	00	13
		36	14	00	06	93
		37	49	00	00	10
		36	15	00	06	13
		36	16	00	09	61
		36	17	00	19	13
		36	18	00	01	42
		36	5	00	34	59
		36	10	00	02	76
		36	3	00	00	70
		36	1	00	11	28
		36	2	00	00	10
		36	9	00	00	10

[भाग II—खण्ड 3(ii)]

भारत का राजपत्र : मार्च 1, 2003/मार्च 1, 1972

1	2	3	4	5	6	7
Bilavade (contd..)		31	15	00	19	16
		31	6	00	16	17
		31	9	00	03	54
		31	11	00	05	54
		31	12	00	03	57
		31	8	00	05	02
		31	2	00	23	21
		48	29	00	07	94
		48	1	00	25	31
		Road between Survey No. 48/1 & 30/3		00	05	76
		30	3	00	09	31
		19	4	00	63	36
		19	1	00	21	94
		19	2	00	03	00
		Road between Survey No. 19/2 & 17		00	04	69
		17	-	00	24	33
		16	-	00	04	50
		15	-	00	34	22
		River	-	00	27	85
	106		08	53	58	
5. Devasu	593	-	00	04	41	
	592	-	00	08	12	
	594	-	00	00	64	
	595	-	00	00	69	
	596	-	00	01	75	
	599	-	02	73	40	
	587	-	00	14	81	
	601	-	00	02	30	
	604	-	00	01	51	
	600	-	00	04	45	
	613	-	00	82	95	
	648	-	00	03	80	
	625	-	00	01	68	
	622	-	00	00	45	
624	-	00	21	40		
629	-	00	00	85		

1	2	3	4	5	6	7
Devasu (Contd.)	Nala between Gat No. 629 &			00	15	91
	860	-				
	860	-		00	05	13
	861	-		00	02	79
	859	4		00	01	88
	859	5		00	02	24
	862	-		00	15	87
	841	4		00	25	81
	Road between Gat No. 841/4 &			00	05	66
	711					
	711			00	01	25
	712			00	63	18
	791			00	14	05
	714			00	98	54
	28			06	75	52
6. Gele	Nala Near S.no					
	67/48	-		00	04	48
	67	48		00	15	04
	67	49		00	06	90
	67	37		00	00	11
	67	50		00	00	57
	67	38		00	08	02
	67	16		00	28	10
	67	39		00	01	79
	67	32		00	00	30
	67	31		00	07	89
	67	25		00	02	66
	67	23		00	00	91
	67	22		00	00	34
	67	15		00	00	01
	67	11		00	06	70
	67	5		00	00	90
	67	6		00	00	99
	67	12		00	03	02
	67	7		00	01	07
	67	2		00	00	54
	68	1		00	00	80
	68	2		00	00	10
	68	7		00	00	50
	68	8		00	01	08
	68	13		00	00	20
	69	19		00	01	32

1	2	3	4	5	6	7
Gele (Contd.)		69	13	00	03	23
		69	20	00	00	17
		69	7	00	00	76
		69	8	00	01	69
		69	14	00	02	75
		69	15	00	00	64
		69	9	00	04	30
		69	2	00	07	21
		69	10	00	00	10
		69	3	00	00	10
		70	48	00	04	50
		70	47	00	01	80
		70	38	00	00	15
		70	36	00	01	74
		70	26	00	00	39
		70	27	00	04	68
		71	1	00	28	16
		71	2	00	39	06
		74	-	01	36	86
		62	1	00	34	41
		57	-	00	03	94
		75	-	00	50	05
		12	-	00	46	14
	Stream between Survey No. 12 & 14			00	03	47
		14	-	02	21	13
		18	-	01	42	43
		19	-	01	12	46
		40	-	00	35	38
		39	-	00	66	03
		38	-	00	94	68
		32	2	00	00	10
		32	1	00	16	75
		31	6	00	01	05
		31	1	00	03	85
		26	1	01	59	64
		61		13	24	14
7. Kalambist	Nala			00	18	09
	Road between Nala & Gat No.			00	02	64
	2306			00	08	02
	2306			00	18	60
	2304			00	09	50
	2303			00	56	85
5						

1	2	3	4	5	6	7
8. Nelarade		16	2	00	10	93
		17	18	00	03	86
		16	1	00	34	74
		17	16	00	00	50
		17	14	00	02	61
		17	10	00	00	62
		17	12	00	05	03
		17	13	00	05	80
		17	9	00	05	82
		17	3	00	05	52
		17	8	00	00	10
		17	4	00	00	56
		17	2	00	06	66
		17	1	00	02	31
		5	23	00	01	40
		5	25	00	01	36
		5	16	00	05	70
		5	15	00	12	11
		5	12	00	03	82
		5	11	00	00	43
		5	14	00	00	60
		5	13	00	01	65
		5	8	00	00	50
		5	7	00	01	28
		5	5	00	01	12
		5	4	00	01	18
		5	6	00	00	27
		5	2	00	00	90
		5	1	00	00	76
		5	3	00	01	02
		4	46	00	00	14
		4	45	00	01	00
		4	38	00	01	56
		4	31	00	01	56
		4	33	00	00	26
		4	32	00	00	21
		4	30	00	00	76
		4	27	00	01	56
		4	29	00	00	40
		4	26	00	01	16
		4	24	00	00	80
		4	23	00	00	60
		4	25	00	01	17
		4	22	00	00	27
		4	20	00	00	22
		4	19	00	00	20

1	2	3	4	5	6	7
Netarde (contd)		4	18	00	00	22
		4	17	00	00	21
		4	14	00	00	32
		4	13	00	00	31
		4	12	00	00	31
		4	11	00	00	28
		4	10	00	00	28
		4	9	00	00	30
		4	8	00	00	39
		4	7	00	00	26
		4	5	00	00	47
		4	6	00	03	50
		4	1	00	01	03
		4	4	00	00	45
	19	8	00	02		94
	19	2	00	03		73
	19	3	00	04		00
	21	104	00	00		75
	21	103	00	00		10
	21	107	00	04		80
	21	105	00	00		62
	21	102	00	15		78
	21	99	00	02		18
	21	98	00	01		62
	21	96	00	01		06
	21	95	00	00		50
	21	93	00	00		10
	20	14	00	06		74
	20	13	00	04		09
	20	12	00	01		01
	20	11	00	02		50
	20	5	00	00		80
	20	4	00	13		94
	20	9	00	01		46
	20	8	00	00		61
	20	3	00	00		10
	44		05	48		46
	30	1	00	04		18
	34		00	00		40
		85		07	61	83
9. Otavane	River			00	10	57
	75	43+50	00	07		31
	75	43	00	00		36
	75	39	00	11		52
	75	6	00	15		77

1	2	3	4	5	6	7
Olavane (contd)		75	7	00	03	96
		75	8	00	04	68
		Road between				
		Survey No. 75/8 &		00	05	09
		74/50A				
		74	50A	00	07	66
		74	46	00	17	71
		74	37	00	03	88
		74	36	00	06	65
		73	37	00	00	02
		73	35	00	01	78
		73	18A+25	00	00	15
		74	22+35	00	03	61
		74	14	00	00	10
		74	5	00	03	48
		74	4	00	02	13
		68	24	00	00	32
		74	3	00	04	60
		69	59	00	04	85
		68	13	00	00	39
		68	12	00	00	42
		68	11	00	00	64
		68	50	00	03	87
		69	36	00	04	48
		68	9	00	01	59
		68	7	00	01	85
		68	5	00	00	68
		68	4	00	00	46
		69	20	00	01	70
		68	3	00	00	12
		69	13	00	04	95
		69	14	00	02	64
		69	12	00	02	36
		69	5	00	00	52
		71	5	00	10	91
		71	4	00	35	07
		71	2	00	23	88
		49	1/1	00	93	90
		Road between				
		Survey No. 49/1/1 &		00	03	68
		50/38				
		50	38	00	02	23
		50	19	00	12	66
		50	4	00	05	31
		50	16	00	01	15

1	2	3	4	5	6	7
Otavane (contd)		50	3	00	08	48
		50	2	00	04	28
		51	2+8	00	01	81
		44	48	00	04	99
		44	43	00	05	53
		44	46	00	00	11
		44	45	00	01	65
		44	38	00	00	95
		44	39	00	05	45
		44	37	00	00	69
		44	40	00	00	79
		44	36	00	02	09
		44	24	00	02	14
		44	23	00	01	90
		44	22	00	01	64
		44	18	00	01	02
		43	35	00	02	80
		44	19	00	00	66
		43	34	00	00	37
		43	8	00	00	15
		43	24	00	02	93
		43	21	00	03	72
		43	22	00	01	75
		43	18	00	02	42
		43	19	00	00	26
		43	23	00	01	59
		43	17	00	02	35
		43	14	00	03	61
		43	9	00	05	09
		43	5	00	03	30
		43	2	00	05	21
		43	1	00	04	96
		29	38	00	04	58
		29	33	00	07	75
		29	31	00	01	79
		29	22	00	08	12
		29	19	00	08	77
		29	18	00	05	11
		29	12	00	11	38
		29	10	00	18	56
		29	5	00	06	06
		29	3	00	24	36
		29	1	00	06	53
		20	41	00	21	74
		20	40	00	17	24

1	2	3	4	5	6	7
Otavane (contd)		20	42	00	00	12
		21	1	00	12	94
		21	3A	00	33	31
		River		00	15	42
		95		06	20	13
10. Ovaliye		Nala Near S. No.				
		7/29		00	03	60
		7	29	00	05	23
		7	24	00	00	85
		7	17	00	00	40
		7	14	00	01	90
		7	10	00	00	05
		6	2	00	32	32
		5	37	00	03	44
		5	34	00	07	02
		5	35	00	02	37
		5	38	00	00	12
		5	36	00	00	35
		Road between Survey No. 5/36 & 5/30		00	02	16
		5	30	00	04	46
		5	26	00	01	52
		5	31	00	04	31
		5	25	00	05	39
		5	17	00	00	95
		5	8	00	15	47
		5	1	00	01	61
		5	10	00	03	55
		5	5	00	00	20
		5	6	00	00	41
		5	7	00	00	04
		5	3	00	00	80
		3	A/1	00	00	96
		Nala between Survey No. 4/1 & 13		00	07	70
		13		00	00	31
		14	16	00	01	27
		14	14	00	03	21
		14	10	00	04	98
		14	9	00	06	89
		14	37	00	00	12
		14	27	00	00	50
		14	6	00	03	31

1	2	3	4	5	6	7
Ovaliya (contd)		14	1	00	06	30
		14	2	00	06	16
		14	15	00	00	02
		14	11	00	00	98
		14	3	00	04	57
		14	4	00	06	06
		14	5	00	05	50
		18	A/2	00	36	30
		18	A/3	00	36	50
		18	A/6	00	04	00
		18	A/7	00	01	00
		18	A/14	00	01	00
		15	2	00	09	23
		15	1	00	04	79
		45	A/1	00	09	00
		45	A/3	00	26	50
		45	A/6	00	06	50
		45	A/8	00	57	64
		44	6	00	00	07
		44	7	00	02	24
		44	4	00	01	14
Nala between Survey No 44/4 & 44/5				00	12	89
	44		5	00	00	08
	44		1	00	00	82
	44		2	00	00	59
	80		2	00	04	07
	43		2	00	00	52
	43		4	00	07	91
	43		3	00	04	86
	47			00	10	10
	46			00	82	01
	49		1	00	10	99
	63		7	00	26	52
	63			01	13	94
	61			00	31	00
	60			00	79	28
	67		2	00	65	24
	66		3	00	04	74
	65		1A/1	00	22	40
	66		5	00	09	03
	69			00	91	73
	70		1	00	07	92
	76			00	17	66
	76		2	00	32	10

1	2	3	4	5	6	7
Ovaliya (contd)			74	00	97	22
			80	10	86	89
11. Satoli	359		1	00	71	33
	356			00	31	37
	357			00	08	24
	157			00	88	64
	156			00	58	57
	159		A	01	23	33
	158			00	24	91
	194			00	01	10
	202			00	37	25
	218			00	07	15
	200			00	02	64
	Road between					
	Gat No. 200 &			00	03	02
	199					
	224		2	00	17	86
	264			00	02	00
	259			00	01	71
	263			00	00	80
	262			00	00	79
	261			00	01	79
	265			00	03	33
	244			00	08	80
	246			00	01	09
	245			00	01	84
	268			00	00	83
	243			00	02	62
	272			00	07	28
	240			00	06	90
	Road between					
	Gat No. 240 &			00	03	66
	239/A					
	239		A	00	04	40
	239		B	00	03	59
	278			00	00	40
	Nala between					
	Gat No. 278 &			00	06	32
	280					
	280			00	32	43
	279			00	40	29
			33	06	04	28
12. Sherle	River			00	20	02
	151			00	37	49
	153		22	00	17	08
	153		17	00	10	24

1	2	3	4	5	6	7
Sherle (contd)	142		25	00	02	75
	142		20	00	00	74
	142		18	00	02	54
	142		2	00	02	60
	142		21	00	18	00
	142		3	00	00	33
	142		5	00	05	68
	142		19	00	06	57
	142		7	00	16	76
	141		32	00	01	16
	142		8	00	06	89
	142		9	00	05	25
	141		35	00	01	99
	141		1	00	00	08
	141		36	00	01	35
	141		22	00	03	79
	141		11	00	00	22
	141		10	00	00	01
	141		6	00	04	60
	141		8	00	07	00
	141		9	00	20	00
	141		7	00	02	83
	140		2	00	09	79
	128		48	00	01	16
	128		47	00	00	46
	128		46	00	00	46
	128		43	00	00	59
	128		37	00	00	50
	128		41	00	00	45
	128		39	00	00	36
	128		35	00	00	16
	128		34	00	00	01
	128		7	00	01	89
	128		45	00	00	57
	128		44	00	00	25
	128		42	00	00	38
	128		40	00	00	24
	128		38	00	00	33
	128		36	00	00	49
	128		31	00	00	51
	128		32	00	00	40
	128		29	00	00	85
	128		28	00	00	47
	128		26	00	00	07
	127		6	00	08	14
	127		11	00	05	26

1	2	3	4	5	6	7
Sherle (contd)	127		12	00	03	16
	127		14	00	05	64
	127		17	00	03	37
	127		16	00	03	78
	127		18	00	05	80
	127		15	00	00	08
	126		12	00	07	18
	125		24	00	01	78
	125		25	00	01	36
	125		14	00	02	48
	125		15	00	04	53
	125		16	00	02	70
	125		17	00	02	14
	125		18	00	02	40
	125		19	00	04	97
	125		20	00	01	64
	125		21	00	02	52
	125		22	00	01	90
	125		23	00	02	56
	125		10	00	04	15
	124		1	00	06	69
	124		2	00	03	00
	123		1A	00	22	85
	123		2	00	01	96
	123		3	00	02	77
	122		2	00	02	53
	122		3	00	02	51
	122		4	00	02	70
	122		5	00	02	80
	122		6	00	02	71
	121		4	00	02	44
	121		5	00	02	77
	121		8	00	02	56
	121		6	00	02	47
	121		9	00	02	68
	121		3	00	06	82
	121		7	00	02	81
	120		1	00	03	03
	120		2	00	02	56
	120		13	00	03	01
	120		18	00	01	22
	120		19	00	00	23
	120		14	00	00	71
	120		16	00	00	31
	120		17	00	01	72
	120		20	00	00	11

1	2	3	4	5	6	7
Sherle (contd)	120		6	00	02	52
	120		7	00	02	42
	120		12	00	00	63
	119		36	00	04	05
	119		34	00	00	55
	119		39	00	02	35
	119		40	00	00	62
	119		37	00	00	80
	119		41	00	00	36
	119		35	00	00	67
	119		38	00	00	64
	94		1	00	02	75
	94		2	00	01	55
	94		3	00	02	40
	94		4	00	02	42
	94		5	00	04	55
	94		6	00	02	99
	94		7	00	02	73
	94		8	00	03	36
	94		9	00	05	66
	94		10	00	05	46
	94		11	00	02	64
	94		12	00	06	28
	96		2	00	01	08
	96		10	00	00	48
	96		8	00	04	50
	96		3	00	00	30
	96		7	00	00	31
	96		5	00	01	30
	95		15	00	00	44
	96		1	00	19	04
	98		2	00	03	95
	98		20	00	02	10
	98		21	00	01	99
	98		22	00	01	69
	98		23	00	02	12
	98		24	00	01	81
	98		25	00	03	42
	98		26	00	02	50
	98		27	00	01	67
	98		11	00	03	50
	98		14	00	04	27
	98		31	00	01	98
	98		32	00	01	35
	99		1	00	04	59
	99		2	00	05	21

1	2	3	4	5	6	7
12. Sherle (contd)	Road between Gat No. 99/2 &			00	05	35
	84					
	84			00	00	04
	85	1		00	05	00
	85	10		00	03	50
	85	3		00	00	06
	85	11		00	05	91
	85	4		00	09	09
	85	15		00	03	30
	85	16		00	02	90
	86	2		00	16	94
	87	1		00	06	29
	153			05	66	25
13. Verle	655			00	08	11
	659			00	00	40
	660			00	04	60
	661			00	23	85
	671			00	01	56
	672			00	00	40
	675			00	05	52
	674			00	01	58
	673			00	00	40
	677			00	02	19
	676			00	04	49
	678			00	02	96
	679			00	00	40
	680			00	07	44
	739			00	00	40
	734			00	01	22
	735			00	00	90
	738			00	01	48
	740			00	00	40
	743			00	00	42
	737			00	01	20
	736			00	02	61
	744			00	10	32
	877			00	00	37
	876			00	03	93
	875			00	00	41
	867			00	05	41
	874			00	00	95
	868			00	04	91
	869	1		00	08	66
	869	2		00	05	94
	870			00	00	85

1	2	3	4	5	6	7
Verle (Contd.)	863			00	00	47
	862			00	14	62
	557		4	00	07	02
	861			00	00	14
	860			00	03	44
	859			00	00	17
	856			00	00	40
	857			00	01	91
	999			00	02	67
	991			00	11	05
	1007			00	00	71
	1005			00	00	87
	1008			00	03	16
	1003			00	00	40
	1010			00	00	40
	1011			00	00	76
	1001			00	00	56
	1016			00	00	40
	1015			00	01	79
	558		3	00	24	06
	1020			00	00	40
	Road between Gat No. 1020 &			00	10	36
	1024			00	00	40
	1025			00	04	21
	1026			00	00	86
	1027			00	01	95
	1028			00	04	98
	1029			00	01	28
	1030			00	00	58
	1031			00	08	58
	1033			00	04	07
	1034			00	05	55
	1037			00	00	40
	1039			00	05	00
	1040			00	01	30
	67			02	39	20
14. Vapoli	84		23	00	00	40
	84		27	00	02	61
	84		24	00	01	01
	82		16	00	08	59
	Road between Survey No. 82/16 & 83/24			00	02	50
	83		24	00	00	59

1	2	3	4	5	6	7
Vapoli (Contd.)	82	8	00	12	48	
	Nala between Survey No 82/13 & 82/9		00	05	27	
	82	9	00	03	58	
	82	11	00	03	80	
	82	10	00	03	60	
	82	5	00	01	00	
	82	7	00	04	14	
	82	12	00	02	66	
	82	15	00	00	02	
	82	6	00	03	44	
	82	4	00	02	87	
	82	3	00	01	61	
	82	1	00	00	31	
	81	2	00	01	61	
	76	6	00	43	63	
	76	4	00	04	05	
	76	2	00	09	84	
	75	7	00	32	18	
	75	6	00	48	85	
	Nala between Survey No 75/6 & 73		00	00	20	
	75	2	00	12	62	
	Road between Survey No. 75/2 & 75/4	0	00	02	00	
	75	4	00	00	10	
	75	3	00	53	30	
	72	4	00	04	83	
	72	1	00	21	18	
	72	2	00	00	10	
	11	31	00	47	72	
	11	30	00	20	85	
	11	21	00	09	25	
	Road between Survey No. 11/21 & 18/47		00	01	50	
	18	41	00	01	18	
	18	48	00	02	11	
	18	42	00	05	80	
	18	39	00	01	00	
	18	43	00	04	34	
	18	44	00	00	25	
	18	36	00	10	42	

1	2	3	4	5	6	7
Vapoli (Contd.)		18	37	00	08	07
		18	38	00	01	90
		18	31	00	04	06
		18	25	00	10	83
		18	16	00	02	41
		18	21	00	05	96
		19	19	00	01	01
		19	17	00	07	97
		19	18	00	00	10
		19	12	00	17	84
		19	13	00	09	43
		19	11	00	00	10
		19	10	00	09	41
		19	8	00	10	02
		19	5	00	12	60
		19	3	00	03	32
		24	53	00	03	37
		24	57	00	00	10
		24	46	00	07	15
		24	41	00	08	50
		24	37	00	20	42
		24		00	05	35
		24	27A	00	02	37
		24	26A	00	00	10
		20		00	32	31
		22	19	00	00	18
		22	16	00	04	65
		22	13	00	05	30
		22	11	00	04	49
	Road between Survey No. 22/11 & 22/9			00	01	75
		22	9	00	06	65
		22	8	00	06	17
		22	6	00	04	63
		22	5	00	01	06
		23	21	00	01	44
		23	22	00	00	38
		23	14	00	01	79
		23	10	00	09	85
		22	3	00	09	12
		23	9	00	11	02
		22	2	00	01	64
		23	8	00	03	39
		23	2	00	58	48
		36	5	00	20	53

1	2	3	4	5	6	7
Vapoli (Contd.)		36	4	00	05	89
		36	2	00	03	03
	Road between					
	Survey No. 36/2 &			00	09	52
	37					
	37			00	42	93
	47		1	00	17	20
		93		08	13	16

Foot note : Notification S.O. 2128 dated the 25th June, 2002 was published in the Gazette of India dated the 29th June, 2002 in part II, Section 3, sub-section (ii).

[No. L-14014/30/02-G.P.]
SWAMY SINGH, Director

नई दिल्ली, 25 फरवरी, 2003

का. आ. 714.— केन्द्रीय सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि गुजरात राज्य में जीजीएस वासना से मंगलम् एलॉएज तक पेट्रोलियम गैस के परिवहन लिए गेल (इण्डिया) लिमिटेड द्वारा पाइपलाइन बिछाई जानी चाहिए;

और केन्द्रीय सरकार को उक्त पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि उस भूमि में, जिसमें उक्त पाइपलाइन बिछाए जाने का प्रस्ताव है और जो इस अधिसूचना से संलग्न अनुसूची में वर्णित है, उपयोग के अधिकार का अर्जन किया जाए;

अतः, अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है;

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से जिसको उक्त अधिनियम की धारा 3 की उपधारा (1) के अधीन भारत के राजपत्र में यथा प्रकाशित इस अधिसूचना की प्रतियां साधारण जनता को उपलब्ध करा दी जाती है, इक्कीस दिन के भीतर, भूमि के नीचे पाइपलाइन बिछाए जाने के संबंध में, सक्षम प्राधिकारी, गेल (इण्डिया) लिमिटेड, आर.सी. दत्त रोड, अल्कापुरी, वडोदरा - 390005 (गुजरात) को लिखित रूप में आक्षेप भेज सकेगा।

अनुसूची

जिला	तहसील	गाँव	सर्वे न.	क्षेत्रफल हेक्टेयर में
खेड़ा	महमदाबाद	वासना मारगिया	1319	00-15-26
			कैनाल	00-02-24
			161	00-13-57
			रोड़	00-01-85
			कुल	00-32-92

[फा. सं. एल.-14014/4/03-जी.पी.]

स्वामी सिंह, निदेशक

New Delhi, the 25th February, 2003

S. O. 714.— Whereas it appears to the Central Government that it is necessary in the public interest that for the transportation of Petroleum gas from GGS Vasna to Manglam Alloys in the State of Gujarat, a pipeline should be laid by the GAIL (India) Limited;

And whereas it appears to the Central Government that for the purpose of laying the said pipeline, it is necessary to acquire the right of user in the land under which the said pipeline is proposed to be laid and which is described in the Schedule annexed to the notification;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person interested in the land described in the said Schedule may, within twenty one days from the date on which the copies of the notification issued under sub-section (1) of section 3 of the said Act, as published in the Gazette of India are made available to the general public object in writing to the laying of the pipeline under the land to the Competent Authority, GAIL (India) Limited, R.C. Dutt Road, Alkapuri, Vadodara – 390 005 (Gujarat).

District	Tehsil	Village	Survey No.	Area in Hectare
Kheda	Mahemadabad	Vasna Margiya	1319	00-15-26
			Canal	00-02-24
			161	00-13-57
			Road	00-01-85
			Total	00-32-92

[No. L-14014/4/03-G.P.]
SWAMY SINGH, Director

नई दिल्ली, 25 फरवरी, 2003

का. आ. 715.— केन्द्रीय सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 3 की उपधारा (1) के अधीन जारी भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का० आ० 1961 तारीख, 03 जून, 2002, द्वारा, उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में, गेल (इंडिया) लिमिटेड द्वारा गुजरात राज्य में हजीरा-उरान पाइपलाइन परियोजना से प्राकृतिक गैस के परिवहन के लिए पाइपलाइन बिछाने के प्रयोजन के लिए, उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा की थी;

और उक्त राजपत्र अधिसूचना की प्रतियां जनता को तारीख 27 जुलाई, 2002 से 08 अक्टूबर, 2002 को उपलब्ध करा दी गई थी;

और सक्षम प्राधिकारी द्वारा उक्त पाइपलाइन बिछाने के सम्बन्ध में जनता से प्राप्त आक्षेपों पर विचार कर लिया गया है और उन्हें अननुशात कर दिया गया है;

और सक्षम प्राधिकारी ने, उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है;

और केन्द्रीय सरकार ने, उक्त रिपोर्ट पर विचार करने के पश्चात् और यह समाधान हो जाने पर कि उक्त भूमि पाइपलाइन बिछाने के लिए अपेक्षित है, उसमें उपयोग के अधिकार का अर्जन करने का विनिश्चय किया है;

अतः अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि पाइपलाइन बिछाने के लिए इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकार का अर्जन किया जाता है;

और, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निदेश देती है कि पाइपलाइन बिछाने के लिए भूमि में उपयोग का अधिकार, इस घोषणा के प्रकाशन की तारीख को, केन्द्रीय सरकार में निहित होने के बजाए, पाइपलाइन बिछाने का प्रस्ताव करने वाली गेल (इंडिया) लिमिटेड में निहित होगा और भूमि में ऐसे उपयोग का अधिकार, इस प्रकार अधिरोपित किए गए निबंधनों और शर्तों के अधीन रहते हुए, सभी विल्लंगमों से मुक्त, गेल (इंडिया) लिमिटेड में निहित होगा।

अनुसूची

जिला	तहसील	गाँव	सर्वे न.	अर्जित क्षेत्रफल (हेक्टेयर में)
सुरत	चोर्यासी	भाटपोर	498	0-07-50
			503	0-39-20
			502	0-01-73
			504	0-59-40
			रीवर	0-97-88
			532	0-02-88
			531	0-04-03
			530	0-04-03
			529	0-11-52
			रीवर-खाडी	02-59-70
			473	0-02-38
			470	0-03-56
			439	0-42-77
			438	0-20-20
			435	0-35-71
			रीवर	02-48-51
			कुल	08-30-80
	आमवा		385/1	0-28-51
			385/2	0-04-75
			रोड़	0-04-75
			389	0-07-13
			रोड़	0-04-75
			389	0-33-26
			393	0-15-44
			392	0-16-63
			401	0-15-44
			402	0-14-25
			400	0-26-13
			399	0-68-90
			कुल	02-39-84

जिला	तहसील	गाँव	सर्वे न.	अर्जित क्षेत्रफल (हेक्टेयर में)
सुरत	चोर्यासी	सोनतलाव	सोनतलाव कुल	02-29-39 02-29-39

[फा. सं. एल.-14014/5/03-जी.पी.]

स्वामी सिंह, निदेशक

New Delhi, the 25th February, 2003

S.O. 715.—Whereas by notification of the Government of India in the Ministry of Petroleum and Natural Gas number S.O. 1961 dated the 03rd June, 2002, issued under sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962) (hereinafter referred to as the said Act), the Central Government declared its intention to acquire the right of user in the land specified in the Schedule appended to that notification for the purpose of laying pipeline for the transportation of natural gas from Hazira-Uran Pipeline Project in the State of Gujarat by the GAIL (India) Limited;

And whereas copies of the said Gazette notification were made available to the public from 27th July, 2002 to 08th October, 2002;

And whereas the objections received from the public to the laying of the pipeline have been considered and disallowed by the competent authority;

And whereas the competent authority has, under sub-section (1) of section 6 of the said Act, submitted its report to the Central Government;

And whereas the Central Government, after considering the said report and on being satisfied that the said land is required for laying the pipeline, has decided to acquire the right of user therein.

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 6 of the said Act, the Central Government hereby declares that the right of user in the land specified in the Schedule appended to this notification is hereby acquired for laying the pipeline;

And, further, in exercise of the powers conferred by sub-section (4) of section 6 of the said Act, the Central Government hereby directs that the right of user in the land for laying the pipeline shall, instead of vesting in the Central Government, vest, on the date of the publication of the declaration, in the GAIL (India) Limited, proposing to lay the pipeline and thereupon the right of such user in the land shall, subject to the terms and conditions so imposed, vest in the GAIL (India), free from all encumbrances.

SCHEDULE

DISTRICT	TEHSIL	VILLAGE	SURVEY NO.	AREA ACQUIRED (IN HECT)
SURAT	CHORYASI	BHATPOR	498	0-07-50
			503	0-39-20
			502	0-01-73
			504	0-59-40
			River	0-97-68
			532	0-02-88
			531	0-04-03
			530	0-04-03
			529	0-11-52
			River-Khadi	02-59-70
			473	0-02-38
			470	0-03-56
			439	0-42-77
			438	0-20-20
			435	0-35-71
			River	02-48-51
			TOTAL	08-30-80
		ABHWA	385/1	0-28-51
			385/2	0-04-75
			Road	0-04-75
			389	0-07-13
			Road	0-04-75
			389	0-33-26
			393	0-15-44
			392	0-16-63
			401	0-15-44
			402	0-14-25
	SONTALAV	SONATALAV	400	0-26-13
			399	0-68-90
			TOTAL	02-39-94
			TOTAL	02-29-39

[No. L-14014/5/03-G.P.]
SWAMY SINGH, Director

नई दिल्ली, 25 फरवरी, 2003

का. आ. 716.— केन्द्रीय सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 3 की उपधारा (1) के अधीन जारी भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का० आ० 1962 तारीख, 03 जून, 2002, द्वारा, उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में, गेल (इंडिया) लिमिटेड द्वारा गुजरात राज्य में हजीरा-उरान पाइपलाइन परियोजना से प्राकृतिक गैस के परिवहन के लिए पाइपलाइन बिछाने के प्रयोजन के लिए, उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा की थी;

और उक्त राजपत्र अधिसूचना की प्रतियां जनता को तारीख 27 जुलाई, 2002 से 08 अक्टूबर, 2002 को उपलब्ध करा दी गई थी;

और सक्षम प्राधिकारी द्वारा उक्त पाइपलाइन बिछाने के सम्बन्ध में जनता से प्राप्त आक्षेपों पर विचार कर लिया गया है और उन्हें अननुशात कर दिया गया है;

और सक्षम प्राधिकारी ने, उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है;

और केन्द्रीय सरकार ने, उक्त रिपोर्ट पर विचार करने के पश्चात् और यह समाधान हो जाने पर कि उक्त भूमि पाइपलाइन बिछाने के लिए अपेक्षित है, उसमें उपयोग के अधिकार का अर्जन करने का विनिश्चय किया है;

अतः अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि पाइपलाइन बिछाने के लिए इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकार का अर्जन किया जाता है;

और, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निदेश देती है कि पाइपलाइन बिछाने के लिए भूमि में उपयोग का अधिकार, इस घोषणा के प्रकाशन की तारीख को, केन्द्रीय सरकार में निहित होने के बजाए, पाइपलाइन बिछाने का प्रस्ताव करने वाली गेल (इंडिया) लिमिटेड में निहित होगा और भूमि में ऐसे उपयोग का अधिकार, इस प्रकार अधिरोपित किए गए निबंधनों और शर्तों के अधीन रहते हुए, सभी विल्लंगमों से मुक्त, गेल (इंडिया) लिमिटेड में निहित होगा।

अनुसूची

जिला	तहसील	गोंव	सर्वे न.	अर्जित क्षेत्रफल (हेक्टेयर में)
नवसारी	जलालपुर	डालकी	20	0-25-34
			रोड़	0-05-76
			22	0-63-36
			28	0-36-86
			26	0-02-69
			27	0-05-38
			25	0-14-97
			39	0-31-10
			41	0-31-10
			खाड़ी	0-16-60
			43	0-04-61
			44	0-29-95
			45	0-05-76
			46	0-07-49
			49	0-03-84
			48	0-21-89
			61	0-20-74
			62	0-09-22
			63	0-09-79
			64	0-21-31
			65	0-24-77
			71	0-08-07
			कुल	04-01-60
		अरसण	172	0-30-52
			171	0-25-35
			168	0-07-48
			रोड़	0-06-90
			169	0-11-30
			कुल	0-81-65
		अलुरा	103	0-08-23
			102	0-14-37
			104	0-11-98
			107	0-05-50
			106	0-23-65
			108	0-02-07
			109	0-01-88
			110	0-00-31
			111	0-09-25
			115	0-43-10
			116	0-00-68
			130	0-19-58
			132	0-02-76
			133	0-11-52

जिला	तहसील	गोंव	सर्वे न.	अर्जित क्षेत्रफल (हेक्टेयर में)
नवसारी	जलालपुर	अलुरा	134	0-15-67
			रोड़	0-08-06
			139	0-01-08
			138	0-30-02
			150	0-27-65
			गवर्मेन्टलेन्ड	04-60-80
			कुल	06-98-16
	गणदेवी	पाथरी	290	0-63-28
			289	0-26-54
			288	0-15-47
			287	0-19-80
			रोड़	0-04-50
			298	0-25-45
			297	0-04-06
			299	0-20-97
			344	0-63-28
			343	0-04-50
			342	0-34-42
			341	0-20-18
			336	0-20-87
			335	0-37-72
			23	0-18-08
			कुल	03-79-22
		वडसांगड	ड्रेइन	0-03-00
			143	01-09-84
			141	0-05-47
			केनाल	0-13-63
			142	0-04-59
			कुल	01-36-53
		अंभेटा	ड्रेइन	0-10-22
			204	0-19-62
			203	0-05-94
			202	0-07-87
			201	0-59-90
			197	0-93-31
			195	0-55-78
			रोड़	0-03-21
			कुल	02-55-88
		पाटी	252	0-01-38
			251	0-00-37
			253	0-11-37
			254	0-04-86
			257	0-08-64

जिला	तहसील	गाँव	सर्वे न.	अर्जित क्षेत्रफल (हेक्टेयर में)
नवसारी	गणदेवी	पाटी	258	0-07-02
			259	0-01-05
			260	0-02-50
			261	0-05-97
			262	0-02-30
			264	0-00-37
			263	0-04-61
			273	0-06-00
			272	0-01-06
			275	0-03-63
			276	0-00-37
			274	0-04-79
			217	0-05-76
			केनाल	0-13-82
			277	0-02-10
			286	0-05-18
			287	0-05-20
			313	0-06-91
			314	0-01-58
			315	0-01-30
			316	0-01-74
			317	0-02-38
			310	0-01-06
			318	0-08-64
			309	0-01-07
			319	0-38-02
			308	0-06-05
			307	0-00-05
			कार्ट-ट्रेक	0-05-76
			320	0-12-67
			कुल	01-85-58
		केसली	280	0-04-63
			कार्ट-ट्रेक	0-08-23
			281	0-06-96
			283	0-23-04
			कार्ट-ट्रेक	0-06-84
			289	0-08-40
			290	0-07-60
			297	0-07-78
			298	0-06-94
			299	0-20-74
			300	0-11-02
			314	0-19-58
			रोड़	0-03-78
			316	0-14-98
			315	0-29-95
			325	0-18-44

जिला	तहसील	गाँव	सर्वे न.	अर्जित क्षेत्रफल (हेक्टेयर में)
नवसारी	गणदेवी	केसली	326	0-14-98
			327	0-38-45
			413	0-24-00
			435	0-88-70
			422	0-01-90
			426	0-13-46
			427	0-32-22
			432	0-02-07
			431	0-20-45
			430	0-17-02
			429	0-16-75
			818	0-06-43
			819	0-15-01
			820	0-09-35
			821	0-08-12
			कुल	05-07-81
	चिखली	वंकाल	241	0-07-00
			240	0-11-00
			239	0-29-00
			238	0-01-20
			237	0-02-40
			236	0-13-50
			231	0-22-50
			219	0-10-00
			220	0-08-00
			216	0-02-80
			215	0-03-20
			214	0-02-50
			213	0-03-50
			212	0-07-00
			171	0-02-80
			172	0-03-60
			176	0-02-50
			184	0-03-00
			कार्ट-ट्रेक	0-20-00
			तालाब	0-07-75
			2093	0-05-00
			2092	0-03-00
			2095	0-08-50
			रोड़	0-04-50
			2091	0-10-50
			2088	0-02-50
			2090	0-05-00
			2089	0-02-40
			2076	0-04-80
			2075	0-02-60
			2074	0-13-50

जिला	तहसील	गँव	सर्वे न.	अर्जित क्षेत्रफल (हेक्टेयर में)
नवसारी	चिखली	वकाल	2078	0-01-45
			2077	0-00-80
			2042	0-01-50
			2073	0-07-50
			2071	0-01-80
			2044	0-09-70
			2045	0-02-50
			2046	0-02-65
			2047	0-01-95
			2048	0-06-85
			2050	0-03-85
			2049	0-09-00
			2062	0-01-80
			2061	0-03-00
			2056	0-03-40
			2057	0-00-50
			2060	0-03-50
			2066	0-05-20
			2090	0-05-70
			1989	0-25-00
			2129	0-10-80
			1988	0-07-20
			1979	0-46-45
			1981	0-00-45
			2141	0-14-45
			2145	0-20-25
			1978	0-09-00
			2146	0-08-45
			रीवर	0-09-00
			1939	0-27-00
			1938	0-15-00
			1937	0-03-75
			1936	0-05-40
			1935	0-08-40
			रीवर	0-28-50
			कुल	05-37-30
		बलवाडा	772	0-00-30
			रोड़	0-11-88
			गवर्मेन्टलेन्ड	0-10-69
			776	0-21-38
			778	0-14-26
			779	0-20-79
			777	0-13-54
			780	0-09-03
			816	0-43-96
			820	0-11-28
			819	0-01-43

जिला	तहसील	गॉव	सर्वे न.	अर्जित क्षेत्रफल (हेक्टेयर में)
नवसारी	चिखली	बलवाडा	818	0-00-95
			817	0-01-27
			828	0-23-17
			830	0-74-25
			खाड़ी	0-02-97
			कुल	02-81-15

[फा. सं. एल.-14014/5/03-जी.पी.]

स्वामी सिंह, निदेशक

New Delhi, the 25th February, 2003

S. O. 716.—Whereas by notification of the Government of India in the Ministry of Petroleum and Natural Gas number S.O. 1962 dated the 03rd June, 2002, issued under sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962) (hereinafter referred to as the said Act), the Central Government declared its intention to acquire the right of user in the land specified in the Schedule appended to that notification for the purpose of laying pipeline for the transportation of natural gas from Hazira-Uran Pipeline Project in the State of Gujarat by the GAIL (India) Limited;

And whereas copies of the said Gazette notification were made available to the public from 27th July, 2002 to 08th October, 2002;

And whereas the objections received from the public to the laying of the pipeline have been considered and disallowed by the competent authority;

And whereas the competent authority has, under sub-section (1) of section 6 of the said Act, submitted its report to the Central Government;

And whereas the Central Government, after considering the said report and on being satisfied that the said land is required for laying the pipeline, has decided to acquire the right of user therein.

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 6 of the said Act, the Central Government hereby declares that the right of user in the land specified in the Schedule appended to this notification is hereby acquired for laying the pipeline;

And, further, in exercise of the powers conferred by sub-section (4) of section 6 of the said Act, the Central Government hereby directs that the right of user in the land for laying the pipeline shall, instead of vesting in the Central Government, vest, on the date of the publication of the declaration, in the GAIL (India) Limited, proposing to lay the pipeline and thereupon the right of such user in the land shall, subject to the terms and conditions so imposed, vest in the GAIL (India), free from all encumbrances.

SCHEDULE

DISTRICT	TEHSIL	VILLAGE	SURVEY NO.	AREA ACQUIRED (IN HECT)
NAVSARI	JALALPUR	DALKI	20	0-25-34
			Road	0-05-76
			22	0-63-36
			28	0-36-86
			26	0-02-69
			27	0-05-38
			25	0-14-97
			39	0-31-10
			41	0-31-10
			Khadi	0-16-60
			43	0-04-61
			44	0-29-95
			45	0-05-76
			46	0-07-49
			49	0-03-84
			48	0-21-89
			61	0-20-74
			62	0-09-22
			63	0-09-79
			64	0-21-31
			65	0-24-77
			71	0-08-07
			TOTAL	04-01-60
		ARSAN	172	0-30-52
			171	0-25-35
			168	0-07-48
			Road	0-06-90
			169	0-11-30
			TOTAL	0-31-55
		ALURA	103	0-08-23
			102	0-14-37
			104	0-11-98
			107	0-05-50
			106	0-23-65
			108	0-02-07
			109	0-01-88
			110	0-00-31
			111	0-09-25
			115	0-43-10
			116	0-00-68
			130	0-19-58
			132	0-02-76
			133	0-11-52
			134	0-15-67
			Road	0-08-06
			139	0-01-08
			138	0-30-02
			150	0-27-65
			Govt. Land	04-60-80
			TOTAL	06-38-16

DISTRICT	TEHSIL	VILLAGE	SURVEY NO.	AREA ACQUIRED (IN HECT)
NAVSARI	GANDEVI	PATHRI	290	0-63-28
			289	0-26-54
			288	0-15-47
			287	0-19-80
			Road	0-04-50
			298	0-25-45
			297	0-04-05
			299	0-20-97
			344	0-63-23
			343	0-04-50
			342	0-34-42
			341	0-20-18
			336	0-20-87
			335	0-37-72
			23	0-18-08
			TOTAL	03-79-22
		VADASANGAL	Drain	0-03-00
			143	01-09-84
			141	0-05-47
			Canal	0-13-63
			142	0-04-59
			TOTAL	01-36-53
		AMBHETA	Drain	0-10-22
			204	0-19-62
			203	0-05-94
			202	0-07-87
			201	0-59-90
			197	0-93-31
			195	0-55-78
			Road	0-03-21
			TOTAL	02-55-86
		PATHI	252	0-01-38
			251	0-00-37
			253	0-11-37
			254	0-04-86
			257	0-08-64
			258	0-07-02
			259	0-01-05
			260	0-02-50
			261	0-05-97
			262	0-02-30
			264	0-00-37
			263	0-04-61
			273	0-06-00
			272	0-01-06
			275	0-03-63
			276	0-00-37
			274	0-04-79
			217	0-05-76
			Canal	0-13-82
			277	0-02-10
			286	0-05-18

DISTRICT	TEHSIL	VILLAGE	SURVEY NO.	AREA ACQUIRED (IN HECT)
NAVSARI	GANDEVI	PATHI	287	0-05-20
			313	0-06-91
			314	0-01-58
			315	0-01-30
			316	0-01-74
			317	0-02-38
			310	0-01-06
			318	0-08-64
			309	0-01-07
			319	0-38-02
			308	0-06-05
			307	0-00-05
			Cart-track	0-05-76
			320	0-12-67
			TOTAL	01-85-58
	CHIKHALI	KESALI	280	0-04-63
			Cart-track	0-08-23
			281	0-06-96
			283	0-23-04
			Cart-track	0-06-84
			289	0-08-40
			290	0-07-60
			297	0-07-78
			298	0-06-94
			299	0-20-74
			300	0-11-02
			314	0-19-58
			Road	0-03-78
			316	0-14-98
			315	0-29-95
			325	0-18-44
			326	0-14-98
			327	0-38-45
			413	0-24-00
			435	0-88-70
			422	0-01-90
			426	0-13-46
			427	0-32-22
			432	0-02-07
			431	0-20-45
			430	0-17-02
			429	0-16-75
			818	0-06-43
			819	0-15-01
			820	0-09-35
			821	0-08-12
			TOTAL	05-07-81
	CHIKHALI	VANKAL	241	0-07-00
			240	0-11-00
			239	0-29-00
			238	0-01-20
			237	0-02-40
			236	0-13-50

DISTRICT	TEHSIL	VILLAGE	SURVEY NO.	AREA ACQUIRED (IN HECT)
NAVSARI	CHIKHALI	VANKAL	231	0-22-50
			219	0-10-00
			220	0-08-00
			216	0-02-80
			215	0-03-20
			214	0-02-50
			213	0-03-50
			212	0-07-00
			171	0-02-80
			172	0-03-60
			176	0-02-50
			184	0-03-00
			Cart-track	0-20-00
			Pond	0-07-75
			2093	0-05-00
			2092	0-03-00
			2095	0-08-50
			Road	0-04-50
			2091	0-10-50
			2088	0-02-50
			2090	0-05-00
			2089	0-02-40
			2076	0-04-80
			2075	0-02-60
			2074	0-13-50
			2078	0-01-45
			2077	0-00-80
			2042	0-01-50
			2073	0-07-50
			2071	0-01-80
			2044	0-09-70
			2045	0-02-50
			2046	0-02-65
			2047	0-01-95
			2048	0-06-85
			2050	0-03-85
			2049	0-09-00
			2062	0-01-80
			2061	0-03-00
			2056	0-03-40
			2057	0-00-50
			2060	0-03-50
			2066	0-05-20
			2090	0-05-70
			1989	0-25-00
			2129	0-10-80
			1988	0-07-20
			1979	0-46-45
			1981	0-00-45
			2141	0-14-45
			2145	0-20-25
			1978	0-09-00
			2146	0-08-45
			River	0-09-00
			1939	0-27-00

DISTRICT	TEHSIL	VILLAGE	SURVEY NO.	AREA ACQUIRED (IN HECT)
NAVSARI	CHIKHALI	VANKAL	1938	0-15-00
			1937	0-03-75
			1936	0-05-40
			1935	0-08-40
			River	0-28-50
		BALWADA	TOTAL	05-37-30
			772	0-00-30
			Road	0-11-88
			Govt. Land	0-10-69
			776	0-21-38
			778	0-14-26
			779	0-20-79
			777	0-13-54
			780	0-09-03
			816	0-43-96
			820	0-11-28
			819	0-01-43
			818	0-00-95
			817	0-01-27
			828	0-23-17
			830	0-74-25
			Khadi	0-02-97
			TOTAL	02-61-15

[No. L-14014/5/03-G.P.]
SWAMY SINGH, Director

नई दिल्ली, 25 फरवरी, 2003

का. आ. 717.—केन्द्रीय सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 3 की उपधारा (1) के अधीन जारी भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का० आ० 1963 तारीख, 03 जून, 2002, द्वारा, उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में, गेल (इंडिया) लिमिटेड द्वारा गुजरात राज्य में हजीरा-उरान पाइपलाइन परियोजना से प्राकृतिक गैस के परिवहन के लिए पाइपलाइन बिछाने के प्रयोजन के लिए, उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा की थी;

और उक्त राजपत्र अधिसूचना की प्रतियां जनता को तारीख 27 जुलाई, 2002 से 08 अक्टूबर, 2002 को उपलब्ध करा दी गई थी;

और सक्षम प्राधिकारी द्वारा उक्त पाइपलाइन बिछाने के सम्बन्ध में जनता से प्राप्त आक्षेपों पर विचार कर लिया गया है और उन्हें अननुशात कर दिया गया है;

और सक्षम प्राधिकारी ने, उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है;

और केन्द्रीय सरकार ने, उक्त रिपोर्ट पर विचार करने के पश्चात् और यह समाधान हो जाने पर कि उक्त भूमि पाइपलाइन बिछाने के लिए अपेक्षित है, उसमें उपयोग के अधिकार का अर्जन करने का विनिश्चय किया है;

अतः अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि पाइपलाइन बिछाने के लिए इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकार का अर्जन किया जाता है;

और, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निदेश देती है कि पाइपलाइन बिछाने के लिए भूमि में उपयोग का अधिकार, इस घोषणा के प्रकाशन की

तारीख को, केन्द्रीय सरकार में निहित होने के बजाए, पाइपलाइन बिछाने का प्रस्ताव करने वाली गेल (इंडिया) लिमिटेड में निहित होगा और भूमि में ऐसे उपयोग का अधिकार, इस प्रकार अधिरोपित किए गए निबंधनों और शर्तों के अधीन रहते हुए, सभी विल्लंगमों से मुक्त, गेल (इंडिया) लिमिटेड में निहित होगा।

अनुसूची

जिला	तहसील	गाँव	सर्वे न.	अर्जित क्षेत्रफल (हेक्टेयर में)
बलसाड	बलसाड	त्रिघरा	120	0-15-44
			121	0-65-33
			38	0-97-42
			37	0-08-02
			कार्ट-ट्रेक	0-16-63
			19	0-29-89
			20	0-20-00
			22	0-36-43
			21	0-19-19
			30	0-43-71
			23	0-00-58
			256	01-00-29
			255	0-02-37
			रोड़	0-16-99
			250	0-26-13
			253	0-45-14
			251	0-42-76
			252	01-35-93
			कुल	07-22-25
		राबडा	620	0-03-52
			621	0-21-38
			622	0-18-74
			629	0-06-20
			639	0-02-34
			638	0-07-89
			635	0-14-25
			659	0-06-03
			636	0-01-18
			653	0-03-15
			654	0-26-31
			655	0-11-13
			656	0-02-44
			657	0-17-86
			खाड़ी	0-14-41
			696	0-00-30
			695	0-01-19
			710	0-13-82
			711	0-09-79
			कार्ट-ट्रेक	0-02-34
			712	0-02-54
			713	0-00-75
			694	0-05-10
			कार्ट-ट्रेक	0-06-21

जिला	तहसील	गाँव	सर्वे न.	अर्जित क्षेत्रफल (हेक्टेयर में)
बलसाड	बलसाड	राबडा	693	0-06-79
			692	0-14-30
			677	0-20-46
			748	0-16-24
			747	0-00-35
			749	0-23-70
			771	0-05-25
			772	0-05-25
			770	0-15-00
			769	0-16-00
			768	0-01-99
			767	0-25-22
			कार्ट-ट्रेक	0-11-82
			311	01-07-90
			314	0-10-69
			313	0-03-79
			कार्ट-ट्रेक	0-02-83
			310	0-25-44
			309	0-26-51
			308	0-12-17
			307	0-00-10
			305	0-15-35
			306	0-15-44
			304	0-01-67
			303	0-26-09
			352	0-04-75
			कुल	06-13-98
		गाडरीया	खाड़ी	0-13-07
			942	0-14-57
			रोड़	0-11-32
			898	0-22-57
			897	0-27-79
			903	0-02-85
			रोड़	0-02-37
			904	0-02-57
			905	0-02-37
			909	0-60-59
			910	0-04-15
			911	0-10-69
			916	0-07-13
			917	0-04-75
			918	0-11-69
			919	0-16-63
			920	0-00-55
			रोड़	0-08-32
			748	0-30-89

जिला	तहसील	गोंव	सर्वे न.	अर्जित क्षेत्रफल (हेक्टेयर में)
बलसाड	बलसाड	गाडरीया	749/पैकी	0-30-80
			743	0-01-25
			742	0-02-85
			750	0-10-68
			740	0-01-90
			751/अ, ब	0-24-20
			केनाल	0-07-12
			621	0-32-26
			620	0-09-30
			623	0-05-94
			624	0-23-76
			616	0-02-29
			625	0-05-94
			615	0-03-80
			408	0-21-38
			407	0-02-37
			405	0-02-05
			404	0-02-68
			403	0-01-89
			400	0-01-01
			406	0-01-01
			399	0-02-18
			398	0-02-14
			397	0-02-98
			396	0-02-02
			401	0-01-02
			390	0-05-94
			391	0-03-32
			392	0-02-85
			380	0-02-85
			379	0-01-31
			381	0-04-75
			382	0-17-82
			383	0-22-49
			385	0-08-32
			673	0-40-39
			671	0-03-56
			675	0-28-51
			रोड़	0-04-75
			कुल	06-06-55
		अजलाय	446	0-72-36
			421	0-19-50
			423	0-06-00
			केनाल	0-18-53
			422	0-06-07
			426	0-36-87
			429	0-25-79

जिला	तहसील	गोंव	सर्वे न.	अर्जित क्षेत्रफल (हेक्टेयर में)
बलसाड	बलसाड	अजिलाव	431	0-01-50
			430	0-01-01
			414	0-21-27
			412	0-34-63
			413	0-02-07
			कार्ट-ट्रेक	0-09-37
			410	0-06-40
			409	0-24-55
			408	0-47-58
			403	0-11-17
			406	0-07-03
			404	0-52-90
			रोड़	0-02-73
			236	0-20-65
			239	0-26-48
			रोड़	0-03-24
			245	0-03-56
			240	0-09-15
			242	0-01-89
			241	0-24-34
			232	0-01-48
			231	0-57-90
			230	0-18-45
			कुल	05-74-47
		ओवाडा	378	
			378/पैकी	
			378/पैकी	01-22-36
			327	0-72-47
			375	0-61-13
			446	0-78-42
			447	0-32-63
			449	0-58-83
			448	0-07-03
			450	0-01-08
			खाड़ी	0-09-08
			कुल	04-43-04
		मुली	489	0-01-44
			26	0-07-13
			27	0-04-73
			25	0-07-10
			22	0-03-56
			35	0-16-63
			34	0-03-56
			33	0-00-75
			40	0-06-10

जिला	तहसील	गाँव	सर्वे न.	अर्जित क्षेत्रफल (हेक्टेयर में)
बलसाड	बलसाड	मुली	41	0-17-67
			44	0-01-87
			43	0-11-93
			49	0-01-79
			51	0-12-67
			रोड़	0-03-19
			51/पैकी	0-12-00
			67	0-03-05
			68	0-28-51
			95	0-06-53
			93	0-00-10
			98	0-06-54
			96	0-03-51
			94	0-01-02
			97	0-06-73
			कार्ट-ट्रेक	0-02-38
			148	0-01-11
			147	0-10-20
			145	0-03-05
			114	0-07-18
			115	0-09-58
			116	0-19-00
			140	0-01-19
			118	0-13-07
			126	0-01-22
			125	0-04-53
			120	0-04-77
			119	0-05-35
			124	0-01-05
			123	0-02-97
			केनाल	0-06-51
			121	0-11-75
			122	0-04-08
			कुल	02-77-10
		फणसवाडा	395	0-01-34
			396	0-14-97
			कार्ट-ट्रेक	0-04-80
			408	0-02-03
			407	0-04-09
			405	0-02-06
			410	0-10-87
			406	0-10-84
			ड्रेन	0-19-90
			442	0-20-39
			443	0-04-76

जिला	तहसील	गोंव	सर्वे न.	अर्जित क्षेत्रफल (हेक्टेयर में)
बलसाड	बलसाड	फणसवाडा	445	0-02-09
			444	0-24-92
			ड्रेडन	0-10-49
			449	0-34-00
			451	0-24-00
			ड्रेडन	0-08-41
			449/पैकी	0-00-95
			459	0-37-77
			458	0-03-11
			462	0-11-25
			457	0-11-31
			कार्ट-ट्रेक	0-02-32
			648	0-24-44
			केनाल	0-17-15
			651	0-20-25
			653	0-34-87
			654	0-01-21
			652	0-06-49
			646	0-28-07
			कुल	03-99-75
	पारडी	सौंढलवाड	रीवर	0-69-00
			68/1,2,3	0-23-00
			67	0-02-00
			ड्रेडन	0-30-01
			63/1,2,3	0-09-01
			62/1,2,3,4,5,6,7	0-45-00
			61/1,2,3,4	0-12-00
			660/अ, ब	0-54-01
			59/अ, ब	0-03-99
			57	0-06-51
			58/1,2,3	0-36-00
			कार्ट-ट्रेक	0-07-51
			256/1,2	0-07-51
			ड्रेडन	0-11-24
			313/1,2,3,4	0-61-78
			309/1,2	0-38-99
			307/2	
			307/1,2	
			307/1	0-27-99
			306/1,2	0-04-99
			305/1,2	0-36-50
			304/1,2	0-15-99
			301/1,2,3	0-03-21
			288	0-00-19
			299	0-19-29

जिला	तहसील	गाँव	सर्वे न.	अर्जित क्षेत्रफल (हेक्टेयर में)
बलसाड	पारडी	सौंदलवाड	298	0-13-50
			296/1,2	0-06-01
			297/1,2	0-27-55
			295/1,2,3	0-17-25
			291/1,2	
			291/3-अ, ब, क	
			291/4,5	
			291/6	0-23-19
			294	0-03-49
			कार्ट-ट्रेक	0-14-26
			373	0-06-61
			378/1	0-06-30
			379	0-22-50
			380	0-85-46
			381/1,2	0-31-29
			382	0-00-19
			कुल	07-89-52
		सुखेस	257	0-21-00
			रोड	0-04-50
			477	0-72-00
			716	0-10-50
			ड्रेन	0-09-75
			479	0-13-50
			481	0-31-50
			484	0-66-00
			483	0-03-00
			469	0-40-50
			468	0-03-90
			452	0-41-10
			453	0-22-50
			454	0-34-50
			461	0-46-50
			460	0-18-60
			462	0-03-60
			ड्रेन	0-06-00
			कुल	04-48-95
	उम्मेरगाँव	कच्चिगाँव	192/अ, ब	01-18-21
			182	0-26-14
			10	0-11-88
			7	01-06-92
			4/पैकी	0-48-71
			1/पैकी	0-32-08
			47/1	
			47/2/पैकी	0-24-99

जिला	तहसील	गोंव	सर्वे न.	अर्जित क्षेत्रफल (हेक्टेयर में)
बलसाड	उम्भरगाँव	कच्चिगाँव	44/1	
			44/14/पैकी	
			44/1/6	0-02-13
			46/1-2	
			46/2/पैकी	0-29-40
			4/1	
			4/2/पैकी	
			4/3/4	01-32-95
			57/1,2	0-53-97
			144/1,2	0-26-11
			115	0-07-92
			167/1,2	0-34-45
			168/1,2	0-32-07
			125/1,2	0-16-63
			194	0-09-84
			126/पैकी	0-22-17
			129/1,2	
			129/2/पैकी	0-01-78
			170/1	
			170/1/पैकी	
			170/3	0-01-78
			128	01-04-54
			97	0-08-13
			98/1/पैकी	
			98/2/पैकी	
			98/3/पैकी	
			98/3	
			98/4/पैकी	0-32-08
			95/1/पैकी	
			95/1	
			95/2/पैकी	0-29-70
			93/1/पैकी	
			93/2/पैकी	0-39-20
			कुल	09-53-78

[फा. सं. एल.-14014/5/03-जी.पी.]

स्वामी सिंह, निदेशक

New Delhi, the 25th February, 2003

S. O. 717.—Whereas by notification of the Government of India in the Ministry of Petroleum and Natural Gas number S.O. 1963 dated the 03rd June, 2002, issued under sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962) (hereinafter referred to as the said Act), the Central Government declared its intention to acquire the right of user in the land specified in the Schedule appended to that notification for the purpose of laying pipeline for the transportation of natural gas from Hazira-Uran Pipeline Project in the State of Gujarat by the GAIL (India) Limited;

And whereas copies of the said Gazette notification were made available to the public from 27th July, 2002 to 08th October, 2002;

And whereas the objections received from the public to the laying of the pipeline have been considered and disallowed by the competent authority;

And whereas the competent authority has, under sub-section (1) of section 6 of the said Act, submitted its report to the Central Government;

And whereas the Central Government, after considering the said report and on being satisfied that the said land is required for laying the pipeline, has decided to acquire the right of user therein.

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 6 of the said Act, the Central Government hereby declares that the right of user in the land specified in the Schedule appended to this notification is hereby acquired for laying the pipeline;

And, further, in exercise of the powers conferred by sub-section (4) of section 6 of the said Act, the Central Government hereby directs that the right of user in the land for laying the pipeline shall, instead of vesting in the Central Government, vest, on the date of the publication of the declaration, in the GAIL (India) Limited, proposing to lay the pipeline and thereupon the right of such user in the land shall, subject to the terms and conditions so imposed, vest in the GAIL (India), free from all encumbrances.

SCHEDULE

DISTRICT	TEHSIL	VILLAGE	SURVEY NO.	AREA ACQUIRED (IN HECT)
VALSAD	VALSAD	TIGHARA	120	0-15-44
			121	0-65-33
			38	0-97-42
			37	0-08-02
			Cart-track	0-16-63
			19	0-29-89
			20	0-20-00
			22	0-36-43
			21	0-19-19
			30	0-43-71
			29	0-00-58
			256	01-00-29
			255	0-02-37
			Road	0-16-99
			250	0-26-13
			253	0-45-14
			251	0-42-76
			252	01-35-93
			TOTAL	07-22-25
		RABDA	620	0-03-52
			621	0-21-38
			622	0-18-74
			629	0-06-20
			639	0-02-34
			638	0-07-89
			635	0-14-25
			659	0-06-03
			636	0-01-18
			653	0-03-15
			654	0-26-31
			655	0-11-13
			656	0-02-44
			657	0-17-86
			Khadi	0-14-41
			696	0-00-30
			695	0-01-19
			710	0-13-82
			711	0-09-79
			Cart-track	0-02-34
			712	0-02-54
			713	0-00-75
			694	0-05-10
			Cart-track	0-06-21
			693	0-06-79
			692	0-14-30
			677	0-20-46
			748	0-16-24

DISTRICT	TEHSIL	VILLAGE	SURVEY NO.	AREA ACQUIRED (IN HECT)
VALSAD	VALSAD	RABDA	747	0-00-35
			749	0-23-70
			771	0-05-25
			772	0-05-25
			770	0-15-00
			769	0-16-00
			768	0-01-99
			767	0-25-22
			Cart-track	0-11-82
			311	01-07-90
			314	0-10-69
			313	0-03-79
			Cart-track	0-02-83
			310	0-25-44
			309	0-26-51
			308	0-12-17
			307	0-00-10
			305	0-15-35
			306	0-15-44
			304	0-01-67
			303	0-26-09
			352	0-04-75
			TOTAL	06-13-98
		GADARIYA	Khadi	0-13-07
			942	0-14-57
			Road	0-11-32
			898	0-22-57
			897	0-27-79
			903	0-02-85
			Road	0-02-37
			904	0-02-57
			905	0-02-37
			909	0-60-59
			910	0-04-15
			911	0-10-69
			916	0-07-13
			917	0-04-75
			918	0-11-69
			919	0-16-63
			920	0-00-55
			Road	0-08-32
			748	0-30-89
			749/P	0-30-80
			743	0-01-25
			742	0-02-85
			750	0-10-68
			740	0-01-90
			751/A,B	0-24-20
			Canal	0-07-12

DISTRICT	TEHSIL	VILLAGE	SURVEY NO.	AREA ACQUIRED (IN HECT)
VALSAD	VALSAD	GADARIYA	621	0-32-26
			620	0-09-30
			623	0-05-94
			624	0-23-76
			616	0-02-29
			625	0-05-94
			615	0-03-80
			408	0-21-38
			407	0-02-37
			405	0-02-05
			404	0-02-68
			403	0-01-89
			400	0-01-01
			406	0-01-01
			399	0-02-18
			398	0-02-14
			397	0-02-98
			396	0-02-02
			401	0-01-02
			390	0-05-94
			391	0-03-32
			392	0-02-85
			380	0-02-85
			379	0-01-31
			381	0-04-75
			382	0-17-82
			383	0-22-49
			385	0-08-32
			673	0-40-39
			671	0-03-56
			675	0-28-51
			Road	0-04-75
			TOTAL	06-06-55
		ANJLAV	446	0-72-36
			421	0-19-50
			423	0-06-00
			Canal	0-18-53
			422	0-06-07
			426	0-36-87
			429	0-25-79
			431	0-01-50
			430	0-01-01
			414	0-21-27
			412	0-34-63
			413	0-02-07
			Cart-track	0-09-37
			410	0-06-40
			409	0-24-55
			408	0-47-58

DISTRICT	TEHSIL	VILLAGE	SURVEY NO.	AREA ACQUIRED (IN HECT)
VALSAD	VALSAD	ANJLAV	403	0-11-17
			406	0-07-03
			404	0-52-90
			Road	0-02-73
			236	0-20-65
			239	0-26-48
			Road	0-03-24
			245	0-03-56
			240	0-09-15
			242	0-01-89
			241	0-24-34
			232	0-01-48
			231	0-57-90
			230	0-18-45
			TOTAL	05-74-47
		OWADA	378	
			378/P	
			378/P	01-22-36
			327	0-72-47
			375	0-61-13
			446	0-78-42
			447	0-32-63
			449	0-58-83
			448	0-07-03
			450	0-01-08
		Khadi		0-09-08
			TOTAL	04-43-04
		MULI	489	0-01-44
			26	0-07-13
			27	0-04-73
			25	0-07-10
			22	0-03-56
			35	0-16-63
			34	0-03-56
			33	0-00-75
			40	0-06-10
			41	0-17-67
			44	0-01-87
			43	0-11-93
			49	0-01-79
			51	0-12-67
			Road	0-03-19
			51/P	0-12-00
			67	0-03-05
			68	0-28-51
			95	0-06-53
			93	0-00-10
			98	0-06-54

DISTRICT	TEHSIL	VILLAGE	SURVEY NO.	AREA ACQUIRED (IN HECT)
VALSAD	VALSAD	MULI	96	0-03-51
			94	0-01-02
			97	0-06-73
			Cart-track	0-02-38
			148	0-01-11
			147	0-10-20
			145	0-03-05
			114	0-07-18
			115	0-09-58
			116	0-19-00
			140	0-01-19
			118	0-13-07
			126	0-01-22
			125	0-04-53
			120	0-04-77
			119	0-05-35
			124	0-01-05
			123	0-02-97
			Canal	0-06-51
			121	0-11-75
			122	0-04-08
			TOTAL	02-77-10
		FANASWADA	395	0-01-34
			396	0-14-97
			Cart-track	0-04-80
			408	0-02-03
			407	0-04-09
			405	0-02-06
			410	0-10-87
			406	0-10-84
			Drain	0-19-90
			442	0-20-99
			443	0-04-76
			445	0-02-09
			444	0-24-92
			Drain	0-10-49
			449	0-34-00
			451	0-24-00
			Drain	0-08-41
			449/P	0-00-95
			459	0-37-77
			458	0-03-11
			462	0-11-25
			457	0-11-31
			Cart-track	0-02-32
			648	0-24-44

DISTRICT	TEHSIL	VILLAGE	SURVEY NO.	AREA ACQUIRED (IN HECT)
VALSAD	VALSAD	FANASWADA	Canal	0-17-15
			651	0-20-25
			653	0-34-87
			654	0-01-21
			652	0-06-49
			646	0-28-07
			TOTAL	03-09-75
	PARDI	SONDHALWAD	River	0-69-00
			68/1,2,3	0-23-00
			67	0-02-00
			Drain	0-30-01
			63/1,2,3	0-09-01
			62/1,2,3,4,5,6,7	0-45-00
			61/1,2,3,4	0-12-00
			660/A,B	0-54-01
			59/A,B	0-03-99
			57	0-06-51
			58/1,2,3	0-36-00
			Cart-track	0-07-51
			256/1,2	0-07-51
			Drain	0-11-24
			313/1,2,3,4	0-61-78
			309/1,2	0-38-99
			307/2	
			307/1,2	
			307/1	0-27-99
			306/1,2	0-04-99
			305/1,2	0-36-50
			304/1,2	0-15-99
			301/1,2,3	0-03-21
			288	0-00-19
			299	0-19-29
			298	0-13-50
			296/1,2	0-06-01
			297/1,2	0-27-55
			295/1,2,3	0-17-25
			291/1,2	
			291/3-A,B,C	
			291/4,5	
			291/6	0-23-19
			294	0-03-49
			Cart-track	0-14-26
			373	0-06-61
			378/1	0-06-30
			379	0-22-50
			380	0-85-46
			381/1,2	0-31-29
			382	0-00-19
			TOTAL	07-89-52

DISTRICT	TEHSIL	VILLAGE	SURVEY NO.	AREA ACQUIRED (IN HECT)
VALSAD	PARDI	SUKHES	257	0-21-00
			Road	0-04-50
			477	0-72-00
			716	0-10-50
			Drain	0-09-75
			479	0-13-50
			481	0-31-50
			484	0-66-00
			483	0-03-00
			469	0-40-50
			468	0-03-90
			452	0-41-10
			453	0-22-50
			454	0-34-50
			461	0-46-50
			460	0-18-60
			462	0-03-60
			Drain	0-06-00
			TOTAL	04-48-95
	UMARGRAM	KACHIGAM	192/A,B	01-18-21
			182	0-26-14
			10	0-11-88
			7	01-06-92
			4/P	0-48-71
			1/P	0-32-08
			47/1	
			47/2/P	0-24-99
			44/1	
			44/14/P	
			44/1/6	0-02-13
			46/1-2	
			46/2/P	0-29-40
			4/1	
			4/2/P	
			4/3/4	01-32-95
			57/1,2	0-53-97
			144/1,2	0-26-11
			115	0-07-92
			167/1,2	0-34-45
			168/1,2	0-32-07
			125/1,2	0-16-63
			194	0-09-84
			126/P	0-22-17
			129/1,2	
			129/2/P	0-01-78
			170/1	
			170/1/P	
			170/3	0-01-78

DISTRICT	TEHSIL	VILLAGE	SURVEY NO.	AREA ACQUIRED (IN HECT)
VALSAD	UMARGRAM	KACHIGAM	128	01-04-54
			97	0-08-13
			98/1/P	
			98/2/P	
			98/3/P	
			98/3	
			98/4/P	0-32-08
			95/1/P	
			95/1	
			95/2/P	0-29-70
			93/1/P	
			93/2/P	0-39-20
			TOTAL	09-53-78

[No. L-14014/5/03-G.P.]
SWAMY SINGH, Director

नई दिल्ली, 27 फरवरी, 2003

का. आ. 718.—कैन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, भारत के राजपत्र, भाग 2, खंड 3, उपखंड (ii) तारीख 1 जून 2002 में पृष्ठ 5141 से 5151 पर प्रकाशित भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का. आ. 1796 तारीख 27 मई, 2002 में निम्नलिखित संशोधन करती है, अर्थात् :-

उक्त अधिसूचना की अनुसूची में :-

पृष्ठ 5145 पर, स्तंभ 1 में गाँव 'श्री बालाजी' के सामने सर्वेक्षण संख्या "497", के सामने स्तंभ 4 में "0-01", क्षेत्र के स्थान पर "0-03", क्षेत्र रखा जायेगा ;

[फ़. सं. आर-31015/32/2001-ओ.आर-II]

हरीश कुमार, अवर सचिव

New Delhi, the 27th February, 2003

S.O. 718.—In exercise of the powers conferred by sub-section (1) of section 6 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby makes the following amendment in the notification of the Government of India in the Ministry of Petroleum and Natural Gas, number S.O 1796, dated the 27th May, 2002, published on pages 5146 to 5151, in Part II, section 3, sub-section (ii) of the Gazette of India, dated the 1st June, 2002, namely:-

In the Schedule to the said notification:-

at page 5150, against Village "Shri Balaji", in Survey No. "497", for the area "0-01", the area "0-03", shall be substituted.

[No. R-31015/32/2001-O.R.-II]
HARISH KUMAR, Under Secy.

श्रम मंत्रालय

नई दिल्ली, 3 फरवरी, 2003

का.आ. 719:— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सेन्ट्रल बैंक ऑफ इण्डिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, धनबाद नं. 1 के पंचाट (संदर्भ संख्या 116/1997) को प्रकाशित करती है, जो केन्द्रीय सरकार को 31-1-2003 को प्राप्त हुआ था।

[सं. एल-12012/159/96-आई.आर. (बी-II)]

अजय कुमार, डस्क अधिकारी

MINISTRY OF LABOUR

New Delhi, the 3rd February, 2003

S. S. 719.—In Pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 116/1997) of the Central Government Industrial Tribunal No. 1, Dhanbad as shown in the annexure in the Industrial Dispute between the employers in relation to the management of Central Bank of India and their workman, which was received by the Central Government on 31-1-2003.

[No. L-12012/159/96-IR (B-II)]

AJAY KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT NO; 1, DHANBAD

In the matter of a reference under Section 10 (1)(d) of the Industrial Disputes Act, 1947.

REFERENCE NO. 116/1997

Parties ; Employers in relation to the management of Central Bank of India,

AND

Their Workmen.

Present ; Shri S. H. Kazmi,
Presiding Officer.

For the Employers : None.

For the Workmen : None.

State : Jharkhand Industry : Bank

Dated, the 15th January, 2003

Award

By order No. L-12012/159/96/IR/(B-II) dated the 21-5-97 the Central Government in the 436 GI/2003—17

Ministry of Labour, has in exercise of the powers conferred by clause (d) of Sub-section (1) and Sub-Section 2 (A) of Section 10 of the Industrial Disputes Act, 1947 referred the following dispute for adjudication to this Tribunal.

"Whether the action of the management of Central Bank of India in discharging Shri Raj Kishore from service w.e.f. 14-8-92 is legal and justified ? If not, to what relief the said workman is entitled ?".

2. None appears on behalf of the parties despite even registered notices being sent to on the last date.

As it is evident, this case is pending since more than five years for appearance and for filing of the Written Statement by the workmen. During the long pendency of this case never it was considered necessary by the concerned workman or the union to appear and to take necessary steps. It is thus apparent from the conduct of the workman that he does not want to pursue the present case any further. As the person aggrieved is not interested in pursuing the dispute raised by him there is nothing left for being adjudicated by this Tribunal and so it is needless to keep this case pending for any longer.

This reference as such, stands finally disposed of.

S. H. KAZMI, Presiding Officer

नई दिल्ली, 3 फरवरी, 2003

का.आ. 720:— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सदर्न रेलवे, बंगलौर के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण -कम-लेबर कोर्ट, चेन्नई के पंचाट (संदर्भ संख्या आई. डी. नं. 641/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 31-01-2003 को प्राप्त हुआ था।

[सं. एल-41011/03/98-आई.आर. (बी-I)]

अजय कुमार, डस्क अधिकारी

New Delhi, the 3rd February, 2003

S. O. 720.—In Pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (I. D. No. 641/2001) of the Central Government Industrial Tribunal/Labour Court,

Chennai now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Southern Railway, Bangalore and their workman, which was received by the Central Government on 31-01-2003.

[No. L-41011/03/98-IR (B-1)]
AJAY KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHENNAI

Thursday, the 19th December, 2002

Present : K. KARTHIKEYAN,
Presiding Officer

INDUSTRIAL DISPUTE NO. 641/2001
(Tamil Nadu Principal Labour Court CGID
No. 1/99)

[In the matter of the dispute for adjudication under clause (d) of Sub-section (1) and Sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), between the workmen and the Management of Southern Railway.

BETWEEN

The General Secretary : I Party/Claimant
Dakshin Railway Casual
Labour Union, Cochin.

AND

The Divisional Personnel Officer, : II Party/
Southern Railway, Bangalore Management

Appearance :

For the Claimant : Mr. P. Ramakrishnan,
Authorised Representative

For the Management : Mr. G. Kalyanasundaram,
Addl. CGSC

The Government of India, Ministry of Labour in exercise of powers conferred by clause (d) of Sub-section (1) and Sub-section 2(A) of Section 10 of Industrial Disputes Act, 1947 (14 of 1947), have referred the concerned industrial dispute for adjudication vide Order No. L-41011/3/98/IR (B-I) dated 12-01-99.

This reference has been made earlier to the Tamil Nadu Principal Labour Court, Chennai, where the same was taken on file as CGID No. 1/99. When the matter was pending enquiry in that Principal Labour Court, the Government

of India, Ministry of Labour was pleased to order transfer of this case also from the file of Tamil Nadu Principal Labour Court to this Tribunal for adjudication. On receipt of records from that Tamil Nadu Principal Labour Court, this case has been taken on file as I. D. No. 641/2001 and notices were sent to the authorised representative for the I Party/Claimant and counsel on record for the II Party/Management, informing them about the transfer of this case to this Tribunal, with a direction to appear before this Tribunal on 17-10-2001 with their respective parties and to prosecute this case further. Accordingly, the authorised representative for the I Party/Claimant and learned counsel for II Party/Management along with their respective parties have appeared and prosecuted this case further. The Claim Statement of the I Party/Claimant and the Counter Statement of the II Party/Management were filed earlier before the Tamil Nadu Principal Labour Court, Chennai, when the matter was pending there for adjudication and the additional Counter Statement of the II Party/Management was filed before this Tribunal after the case has been transferred from the Principal Labour Court to this Tribunal for adjudication.

Upon perusing the Claim Statement, Counter Statement, the additional Counter Statement, the other material papers on record, after hearing the arguments advanced by the learned counsel for the II Party/Management alone, and this matter having stood over till this date for consideration, this Tribunal has passed the following :—

AWARD

The Industrial Dispute referred to in the above order of reference by the Central Government for adjudication by this Tribunal is as follows :

“Whether the action of DPO/Southern Railway, Bangalore in terminating the services of S/Sri M. Nagaraj, P. Kandan, R. Abimannan, Madasamy, Muniraj and P. Munusamy working under the PW Inspector, Southern Railway, Dharmapuri with effect from 10-07-1987 is justified or not? If not justified to what relief they are entitled?”

2. The averments in the Claim Statement of the I Party/Claimant Dakshin Railway Casual Labour Union, Cochin (hereinafter refers to as Petitioner) are briefly as follows :—

The workmen concerned in this dispute S/Sri M. Nagaraj, P. Kandán, R. Abimannan, Madhusamy, Muniraj and P. Munusamy were working as Casual Labourers. They were not issued work cards for the full period they have worked but were issued only for part of the period. They were kept out of employment by the P.W. Inspector, Southern Railway, Dharmapuri, without any notice and were not provided any work for from 11-8-87. As per the orders of the Railway Board the said workmen are eligible for temporary status after 120 days of continuous service. On the attainment of the temporary status, then they are entitled to the CPC scale of pay also. But the Divisional Personnel Officer had denied the same. Hence, the workmen concerned were compelled to approach the Labour Court. The Hon'ble Labour Court was pleased to uphold the claim for the concerned workmen and directed the management to pay the CPC arrears. As per the Railway Establishment Manual Chapter XXIII Rule 2302 (1) temporary railway servant shall be liable to be terminated on 14 days notice. Since the concerned workmen had completed more than 240 days of service they were entitled to one month's notice. As per Industrial Disputes Act, 1947 Chapter 5(a) and 5(b), the workman has to be given one month's notice in writing indicating reasons for retrenchment or notice pay. Hence, the concerned workmen are liable to be taken back to duty with back wages, and all other benefits. There are many juniors to these workmen continuing in service. It is against the provision under Section 25H of Industrial Disputes Act, 1947 and the retrenchment is bad. The concerned workmen Nagaraj, Kandán, Abimannan, Madhusamy, Muniraj and P. Munsamy had worked for 1400, 1040, 1480, 1200, 1110 and 940 days respectively till 10-7-1987 from the respective dates of employment i.e. 28-3-77, 11-11-81, 28-3-77, 28-3-77 02-12-77, and 25-8-79 respectively. Therefore, it is prayed that this Hon'ble Court may be pleased to pass an award directing the railway administration to reinstate the concerned workmen with all benefits.

3. The averments in the Counter Statement filed by the II Party/Management, Divisional Personnel Officer, Southern Railway, Bangalore (hereinafter refers to as Respondent) are briefly as follows :

The Petition is not maintainable either in law or on facts. The Petitioner Union is an unrecognised trade union and cannot represent the concerned ex-casual labourers. The concerned ex-Casual Labourers were engaged as Casual Labourers only for short spells in different periods.

They were engaged for a specific period for the purpose of night patrolling of the railway tracks during the monsoon season to find out whether there is any damage to railway track due to breach or any damages to bridges so that the same can be attended to immediately. The concerned casuals were engaged for night patrolling work in various spells and they have not worked 120 days continuously to attain temporary status. There have not put in 240 days of continuous service at any time. Further, while engaging them they have been clearly advised that they were engaged for a specific period only in P.W.I./Dharmapuri Section and would be retrenched after the expiry of that period and on no account, they will be continued beyond the said period. As per rules in force, the casuals though they have attained temporary status are liable to be retrenched whenever, there is no work to continue them. As these casuals were engaged only for a specific purpose and for specific period, their termination became automatic and on the date/dates the specific work designed was over. Therefore, they are not covered by the Industrial Disputes Act and the conditions of notice period and also the payment of compensation under Act does not arise. Since the ex-Casual had not completed 120 days of continuous service in any spell they are not eligible to be granted temporary status and no proof has been let in by them to establish that they worked for 120 days continuously in any spell. Since, they never worked continuously for 240 days or more, they were not entitled to one month's notice or wages in lieu thereof as claimed. Further, the non-engaging of the concerned casuals by the Respondent would not in any way amount to retrenchment and as such, section 25H of Industrial Disputes Act, 1947 will not be attracted. Hence, there is no scope for operation of Section 25H in the matter and so the claim has to be rejected in total. Chapter 5(a) and 5(b) would not apply to the facts of the present case since there is no retrenchment of workmen. The averment that the juniors of these ex-casuals are continuing in service is denied. The railways is strictly following the guidelines with regard to employment of persons. Since there was no retrenchment of ex-casuals by no stretch of imagination the relief of reinstatement will arise. The details such as date of engagement, date of termination, wages paid etc. are available in their casual service card and the same has already been handed over to them. The ex-casuals may be directed to produce their casual service cards before this Court to verify the genuineness of the

claim. The claim of the ex-casual for the temporary status and CPC arrears have been turned down by the Hon'ble Labour Court, Khozhikode duly dismissing their petitions by a common order. In view of the above, the application is verely of merits and the ex-casuals are not entitled to the relief sought for. The application is mischievous, misconceived and liable to be rejected as not maintainable. Therefore, it is prayed that this Hon'ble Tribunal may be pleased to dismiss the application with costs.

4. The averments in the additional Counter Statement filed by the Respondent/Management are briefly as follows :—

The claim of the Petitioner is a stale, belated and time barred claim. Since the Petitioner has alleged that the concerned casuals have been stopped from service from 1987 and raised the dispute belatedly the reference itself is bad. A dispute which is stale could not be the subject matter of reference under section 10 of Industrial Disputes Act, 1947 as held by Supreme Court in a case reported as SLJ 2000 (3) 23. Hence, the industrial dispute referred to for adjudication has to be dismissed in limini as a belated claim. The particulars pertaining to Casual Labour will be maintained for a period of three years as per the records retention schedule, thereafter it will be destroyed. Since the Petitioner has raised the dispute belatedly, particulars about the concerned casuals are not available at this distant date. Since the matter relates to year 1977 the records pertaining to engagement as Casual Labour are not available at this distant date. The burden of proof lies on the Petitioner to prove that they have worked continuously. At the time of termination of service, the concerned casuals used to be furnished with original casual labour card with the particulars like name of the casual worker with their photograph affixed and the days he had worked, and what for they have been stopped from service and whether retrenchment compensation paid etc. Since they have not filed any such proof, they cannot claim that they have been continuously working. Some of the Casual Labourers have filed claim petition before Central Govt. Labour Court, Chennai for computation of Central Pay Commission arrears and the same was allowed by Labour Court, which has been stayed by the High Court of Madras. In the above circumstances, it is prayed that this Hon'ble Tribunal may be pleased to dismiss the petition with cost.

5. When the matter was taken up for enquiry, no one has been examined as a witness on either

side and no document has been marked as an exhibit on either side. Argument advanced by the learned counsel for the II Party/Management alone was heard. The representative for the I Party has not turned up to advance any argument on his side.

6. The point for my consideration is —

“Whether the action of DPO/Southern Railway Bangalore in terminating the services of S/Sri M. Nagaraj, P. Kandan, R. Abimannan, Madhusamy, Muniraj, and P. Munusamy working under the PW Inspector, Southern Railway, Dharmapuri with effect from 10-07-1987 is justified or not? If not justified to what relief they are entitled?”

Point :—

This industrial dispute has been raised by the General Secretary of Dakshin Railway Casual Labour Union, Cochin espousing the cause of the workmen S/Sri M. Nagaraj, P. Kandan, R. Abimannan, Madhuswamy, Muniraj and P. Munusamy alleging that the action of the DPO/Southern Railway, Bangalore in terminating them from service w.e.f. 10-7-1987 as unjustified. It is the case of the Petitioner Union that those concerned six workmen, though worked for a continuous period of 120 days and attained temporary status, they were denied conferment of temporary status by the Divisional Personnel Officer and that the concerned workmen had completed more than 240 days of service, they were not given any notice in writing indicating the reasons for retrenchment or they were not paid notice pay, as required under Section 25H of Industrial Disputes Act. It is their further contention that these six workmen except M. Munusamy have worked more than 1100 days and the said Munusamy had worked for 940 days. This contention of the Petitioner Union has been disputed by the Respondent/Management in their Counter Statement. It is their specific averment in the Counter Statement that the concerned Six workmen were engaged as Casual Labourers for short spell in different periods and were engaged for a specific period for the purpose of night patrolling of railway tracks during the monsoon season to find out whether there is any damage to railway track due to breach, or any damage to bridges, so that the same can be attended to immediately and that the details of such date of engagement, date of termination, wages paid etc. are available in the C.L. service cards which were already handed over to them and if they produce those cards, the genuineness of their claim can be verified. It is further contended by the Respondent that while they were engaged

they have been clearly advised that they were engaged for specific period only in P.W.I/Dharmapuri Section and would be retrenched after the expiry of that period and on no account they will be continued beyond the said period and that they were engaged only for specific purpose and for specific period and their termination became automatic on the date/dates the specific work designed was over and no proof has been let in by them to establish that they had worked for 120 days continuously in any spell. In reply to these specific averments of the Respondent in their Counter Statement, no reply statement has been filed by the Petitioner Union on their behalf, when especially it is contended by the additional Counter Statement of the Respondent/Management that the Petitioner is to prove that the concerned workmen had worked continuously. No one has been examined as a witness on the side of the Petitioner on behalf of the concerned workmen to prove that they had worked continuously for the period more than 120 days or 240 days to claim the benefit under section 25H of Industrial Disputes Act, 1947, but the xerox copy of the Casual Labourer card issued to these persons except one Muniraj have been filed. A perusal of the Casual Labour Service Card given to these persons which have been produced as Xerox copies show that Mr. Nagaraj who was employed as D/R Khalasi worked for 22 days from 28-11-1977 to 19-12-1977 and 16 days from 22-4-87 to 10-5-87 and 31 days from 11-5-87 to 10-6-87 and 30 days from 11-6-87 to 10-7-87. Thus, he was shown to have worked in three spells from 22-4-87 to 10-7-87 for a total number of 77 days only in the year 1987. So far as the workman Abimannan is concerned the xerox copy of his casual labour service card entries show that he worked 18 days from 2-12-77 to 19-12-77 and 19 days from 20-12-77 to 10-1-78 and the total number of 77 days from 22-4-87 to 10-7-87 in three spells as M. Nagaraj as D/R Khalasi. The xerox copy of the casual labour service card of Sri P. Kandan have an entry showing that he worked 19 days in December, 1976 at first instance and from 20-12-76 to 19-1-77 for 12 days, 20-10-77 to 19-11-77 for 31 days, from 20-11-77 to 19-12-77 for 30 days, from 20-12-77 to 10-1-78 for 12 days, 11-10-91 to 10-11-91 for 9 days, from 11-11-91 to 10-11-91 for 30 days as D/R Khalasi for the wages at Rs. 4.60 and he worked for 77 days in three spells from 22-4-87 to 10-7-87 as the other two. The xerox copy of the Casual Labour Service Card issued to Sri C. Madhusamy shows that entries have been made for the days he worked as 22 days from 20-11-77 to 19-12-77, 6 days from 5-9-84, to 10-9-84, 27 days

from 14-11-84 to 10-12-84, for monsoon patrolling work and for total number of 72 days in three spells from 27-4-87 to 10-7-87 like others as D/R Khalasi. The xerox copy of the Casual Labour Service Card in the name of Munasamy bears the entry that he worked as D/R Khalasi for the period of 22 days from 20-11-77 to 9-12-77 and 18 days from 20-12-77 to 10-1-78, and further period of 77 days in three spells from 22-4-87 to 10-7-87. Apart from these documents, they have not filed any document as proof for the contention that they have worked continuously for more than 120 days or 240 days. The entries available in the Xerox copies of Casual Labour Service Card of these five persons clearly establish that their contention that they had worked continuously for a period of 120 days or 240 days is incorrect. On the other hand, it establishes the contention of the Respondent/Management that these persons were engaged as Casual Labourers only for short spells in different periods and they were engaged for a specific period for the purpose of night patrolling of the railway tracks during monsoon season. So under such circumstances, as rightly contended by the Respondent/Management in their Counter Statement that they have not attained temporary status as they have worked as Casual Labourers only for short spells intermittently. Under such circumstances, as contended by the Respondent/Management the concerned workman have not worked as Casual Labourers continuously for 240 days or more and they are not entitled to one month's notice or wages in lieu thereof and their non-engagement by the Respondent/Management would not amount to retrenchment and hence, section 25H of Industrial Disputes Act, 1947 will not be attracted. The specific contention of the Respondent/Management these Casual Labourers were retrenched whenever there is no work to continue them and they were engaged for only specific purpose for specific period and their termination became automatic on the date/dates of specific work designed was over has not been denied as incorrect or false by the Petitioner Union. So as rightly contended by the Respondent/Management these workmen are not covered by the provisions under Industrial Disputes Act and hence the conditions as per the provisions of Industrial Disputes Act as that of notice period and also payment of compensation under the said Act does not arise. Under such circumstances, there is no question of any termination of services of these workmen by the DPO/Southern Railway, Bangalore from service, when they worked under P.W. Inspector, Southern Railway, Dharmapuri with effect from 10-7-1987. On the basis of the

materials available in this case, it can be concluded that the non-engagement of these workmen by the Respondent/Management subsequent to 10-7-87 cannot be considered as an unjustified action of the Respondent/Management. Hence, the concerned casual labourers are not entitled to any relief. Thus, the point is answered accordingly.

7. In the result, an Award is passed holding that the concerned workmen S/Sri P. Munusamy, M. Nagaraj, P. Kandan, R. Abimannan, C. Madhusamy, and Munirarj are not entitled for any relief. No cost.

(Dictated to the Stenographer, transcribed and typed by him, corrected and pronounced by me in the open court on this day of the 19th December, 2002.)

K. KARTHIKEYAN, Presiding Officer

Witnesses Examined ;

On either side None

Documents Exhibited ;

On either side Nil

नई दिल्ली, 3 फरवरी, 2003

का.आ. 721.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार पंजाब नेशनल बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकार के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण धनवाद नं. 1 के पंचाट (संदर्भ संख्या 102/1997) को प्रकाशित करती है, जो केन्द्रीय सरकार को 31-1-2003 को प्राप्त हुआ था।

[सं. एल-12012/16/96-आई.आर. (बी-II)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 3rd February, 2003

S.O. 721.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 102/1997) of the Central Government Industrial Tribunal No.-I Dhanbad as shown in the annexure in the Industrial Dispute between the employers in relation to the management of Punjab National Bank and their workman, which was received by the Central Government on 31-1-2003.

[No. L-12012/16/96-IR(B-II)]

AJAY KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT No. 1, DHANBAD

In the matter of a reference under Section 10(1)(d) of the Industrial Disputes Act, 1947.

REFERENCE NO. 102 OF 1997

Parties : Employers in relation to the management of Punjab National Bank.

AND

Their workmen

For the Employers : None

For the Workmen : None

State : Jharkhand

Industry : Bank

Dated, 15-1-2003

AWARD

By Order No. L-12012/16/96/IRB-II dated, 30-4-97 the Central Government in the Ministry of Labour, has, in exercise of the powers conferred by clause (d) of Sub-section (1) of section 10 of the Industrial Disputes Act, 1947 referred the following dispute for adjudication to this Tribunal.

“Whether the action of the management of Punjab National Bank, Patna in awarding punishment to Shri Rajendra Jha for stopping of one increment and debarring the wages for the period of suspension except the subsistence allowance already paid by violating the natural justice and by conducting the domestic enquiry in a biased manner without proper authority is justified and legal? If not, to what relief the workman is entitled?”

2. None appears on behalf of the parties, despite, even the registered notice being sent on the last occasion.

It appears from the record that the present reference was registered before this Tribunal on 23-9-97 and thereafter a date was fixed for appearance and for filing of Written Statement by the workman, but during the long pendency of this reference before this Tribunal for more than five years the workman or the concerned union never considered it necessary to appear and take necessary steps. It is evident, as such, that the dispute for which the present reference has been made is no, more in existence, otherwise the union or the concerned workman would not have left this case unattended, since long. Consequently it would be sheer wastage of time and would also be needless to allow this case to remain pending for any longer.

Thus, in view of all the aforesaid the present reference is finally disposed of.

S. H. KAZMI, Presiding Officer

नई दिल्ली, 3 फरवरी, 2003

का.आ. 722:— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार कालाहांडी आंचलिक ग्रामीण बैंक के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण-कम-लेबर कोर्ट, भुवनेश्वर 1 के पंचाट (संदर्भ संख्या आई. डी. नं. 25/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 31-1-2003 को प्राप्त हुआ था।

[सं. एल-12012/266/2000-आई.आर. (बी-1)]
अजय कुमार, डेस्क अधिकारी

New Delhi, the 3rd February, 2003

S.O. 722:—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (I.D. No. 25/2000) of the Central Government Industrial Tribunal/Labour Court, Bhubaneswar now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Kalahandi Anchalik Gramya Bank and their workman, which was received by the Central Government on 31-1-03.

[No. L-12012/266/2000-IR(B.1)]
AJAY KUMAR, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT BHUBANESWAR

Present :

Shri S.K. Dhal, OSJS (Sr. Branch),
Presiding Officer, C.G.I.T.-cum-Labour Court,
Bhubaneswar.

INDUSTRIAL DISPUTE CASE No. 25/2000

Date of Conclusion of the hearing—23rd Dec. 2002

Date of Passing Award—24th Jan. 2003

Between :

The Management of the Chairman,
Kalahandi Anchalik Gramya Bank,
At/P.O. Bhawanipatna, Dist. Kalahandi,
Pin-766 001 (Orissa) ..1st Party—Management.

AND

Their Workman,
represented through the General Secretary,
Kalahandi Anchalik Gramya Bank Staff
Association,

At. Ramkumar Lane, P.O. Bhawanipatna,
Dist. Kalahandi,
Pin-766 002 (Orissa) ..2nd Party—Union.

Appearances :

Shri M.V.N.M. Rao, Chairman..For the 1st
Party—Management.

Shri P.S. Pattanaik,
General Secretary...For the 2nd Party—Union.

AWARD

The Government of India in the Ministry of Labour, in exercise of powers conferred by Clause (d) of Sub-section (1) and Sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) have referred the following dispute for adjudication vide their Order No. L-12012/266/2000/IR (B-I), dated 11-10-2000 :

“Whether the action of the Management of Kalahandi Anchalik Gramya Bank, Kalahandi, by terminating the service of Shri Jogeswar Sethi is justified? If not, what relief the workman is entitled to?”

2. The case of the 2nd Party may be stated in brief.

The disputant Shri Jogeswar Sethi was working as a Driver and later on as a Driver-cum-Messenger on casual basis under the establishment of the 1st Party-Management from 3-2-1994 to 21-12-1999. He had worked for more than 240 days in a calendar year, but he was disengaged on 22-12-99 without any reason. According to the 2nd Party, the termination of his service without giving any proper notice is arbitrary and illegal. As he has worked for more than 240 days in a calendar year he is entitled to get protection under section 25-F of the Industrial Disputes Act. He raised a dispute, conciliation failed and the present reference has been made. In his Claim Statement, he has prayed to pass the order of reinstatement in his former job with full back wages from the date of his termination till the date of reinstatement.

3. The 1st Party Management has filed their Written Statement. The 1st Party Management in his Written Statement has pleaded that the engagement of the 2nd Party was intermittently on need based basis to drive the Jeep No. 2880 as per the agreed wages. Thereafter his service was required for cleaning of office premises, arranging/

shifting of stationery and fetching/storing of drinking water for the branch before the branch starts functioning. He was being engaged for the aforesaid work hardly for few hours only. The 1st Party Management has taken the further stand that the engagement of Shri Sethi was for few hours in the branch office so it can not be said that he had completed 240 days as full time worker in a calendar year. So, according to the 1st Party Management his disengagement does not amount to retrenchment under the Industrial Disputes Act and so the provisions under section 25-F of the Act do not have any application in his case. Another stand was taken that the General Secretary is not competent enough to represent the 2nd Party. Further case of the 1st Party Management is that the appointment of the employees under the 1st Party--Management is regulated as per the RRB Appointments and Provisions of Officers and other Employees Rules 1998. Guidelines were issued by the Government of India and NABARD are binding on the 1st Party Management relating to the appointment of employees. The relevant guidelines issued vide letter No. 1736/C-316 (Gen) dated 19-9-1998 not to recruit any person in any cadre without prior clearance of Government of India. The above guidelines have been issued by Government of India in complying with the Awards passed by the National Industrial Tribunal popularly known as NIT Award 1991. According to the 1st party Management the disengagement of Shri Sethi is not a case of termination and so he is not entitled for any relief.

4. On the above pleadings of the parties, the following Issues have been settled.

ISSUES

1. Whether the reference is maintainable?
2. Whether the action of the Management of Kalahandi Anchalik Gramya Bank, Kalahandi, by terminating the service of Shri Jogesh Kumar Sethi is justified?
3. If not, to what relief the workman is entitled?

5. On behalf of the 2nd Party, one witness who is the workman himself has been examined and he has exhibited one document. The 1st Party Management has examined two witnesses and has relied on his documents filed along with their Written Statement.

FINDINGS

ISSUE NO. I

6. As regards the maintainability of the reference, initially the 1st Party Management took the stand that the Union is not competent enough to represent the case of the disputant, namely Shri Jogeswar Sethi. This objection was taken up by the Tribunal and after hearing of both the parties, it was observed by this Tribunal vide its order No. 11, dated 6-7-2001 that, the Union is competent to represent the 2nd Party Workman. A dispute was raised and after failure of conciliation, the Government of India has made the reference under section 10 of the Industrial Disputes Act to the Tribunal. So, there is no compelling material in the record to give a finding that the reference is not maintainable. In other words the reference is maintainable.

ISSUE NO. II

7. From the Claim Statement and from the evidence it appears that, the 2nd Party has taken the stand that he had worked as a Driver and later on as Driver-cum-Messenger on casual basis. When he himself has admitted that he was working on casual basis the question of appointment to the post of Driver does not arise. The Claim Statement does not disclose that he was appointed by any written order of the 1st Party Management, so also his oral evidence adduced before the Tribunal. So I can safely come to the conclusion that the disputant, Shri Sethi was neither engaged nor was appointed against any post. His Claim Statement does not reveal that, he was appointed against any vacancy. He has filed a chart showing number of days he has worked and amount received by him. That document has been exhibited as Ext.-1. It is seen that he has been paid at the rate of Rs. 35 per day for some days and at the rate of Rs. 45 and Rs. 50 for some other days. The chart has not been disputed by the 1st Party Management. But their case is that the engagement of the disputant, Shri Sethi as Driver was on need basis and subsequently his engagement in the branch office was not as a Messenger but for providing water and cleaning of office premises as and when necessary. Relying on the same Ext.-1 it is submitted on behalf of the 1st Party Management that this chart would disclose that, he was a casual labourer and payment was being made on

daily wage basis and that would suggest that, he was not appointed but his service was required on daily wage basis. According to the 1st Party-Management, in that case he cannot stand on the footing of a permanent or temporary employee of the 1st Party Management to attract the provisions of the Industrial Disputes Act. After hearing of both the parties, I find much force on the contention made on behalf of the 1st Party Management. No orders of appointment or engagement have been filed by the 2nd Party showing that he was appointed against a post, which was lying vacant. Rather in his Claim Statement and in his oral evidence the disputant has stated that, he was engaged on casual basis. Some documents of the 1st Party Management are available in the record which have not been exhibited but are filed with the knowledge of the 2nd Party Workman and those document reveals that he had received the payment for cleaning of the bank premises or providing water and for doing some sundry works. The chart, which was filed by the 2nd Party, reveals that sometimes he has received Rs. 35 per day and sometimes Rs. 45 per day and for sometimes Rs. 50 per day. That would suggest that the payment has been made according to the hour of the work performed by the 2nd Party. So, in that case the provisions of Section 25(F) of the Industrial Disputes Act will not be applicable.

8. Admittedly, the 2nd Party has not been appointed through any recruitment process. His name was not sponsored by the employment exchange. He has not appeared at any written examination or viva test. So even if he has worked for a long period he cannot claim for the post. In this connection, the 1st Party Management has invited the attention of this Tribunal to the case of Himanshu Kumar Vidyarthi and Others-Versus-State of Bihar and Others reported in (1997) 4 SC Cases 391 and has submitted that, the retrenchment of a daily wage employee or casual labourer cannot be said as illegal and they cannot claim for the post as they were not appointed according to the recruitment rules against any post. On the other hand, it is submitted on behalf of the 2nd Party that as the engagement has not been disputed by the 1st Party Management there is no scope for the 2nd Party to appear for any written test or viva and that he has worked for a fairly long period for the 1st Party Management at this stage it cannot be said that, he was not appointed as per the recruitment rules and that the provisions of the Industrial Disputes Act would not be applicable to him. After hearing of both the parties,

I find much force on the contention raised on behalf of the 1st Party Management. Admittedly, the 2nd Party did not apply for the post nor his name was sponsored by the employment exchange. He did not appear any written or viva test and his own admission is that he was engaged on casual basis. So, in that case, in my opinion, he (2nd Party) cannot claim for the post and his disengagement would not come under the definition of retrenchment. Moreover, no order of appointment has been issued to the 2nd Party nor any termination order. The service of the 2nd party has been discontinued as there was no work available and regular staffs were appointed. So, in that case, it cannot be said that, the action of the 1st Party Management by disengaging the disputant Shri Jogeswar Sethi is illegal. Hence, this Issue is answered accordingly.

ISSUE NO. III

9. In view of my findings given in respect of Issue No. II, the 2nd Party Workman, Shri Jogeswar Sethi is not entitled for any relief.

10. Reference is answered accordingly.

S. K. DHAL, Presiding Officer

नई दिल्ली, 3 फरवरी, 2003

का.आ. 723:— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मार्मगांव पोर्ट ट्रस्ट के प्रबंधन के संबद्ध निधोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण पनजी, गोवा के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 31-1-2003 को प्राप्त हुआ था।

[सं. एल-36011/4/91-आई.आर. (विविध)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 3rd February, 2003

S.O. 723.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Government Industrial Tribunal, Panji, Goa as shown in the annexure in the Industrial Dispute between the employers in relation to the management of Mormugao Port Trust and their workman, which was received by the Central Government on 31-1-2003.

[No. L-36011/4/91-IR(Misc.)]
AJAY KUMAR, Desk Officer

ANNEXURE
IN THE INDUSTRIAL TRIBUNAL
GOVERNMENT OF GOA
AT PANJI

(BEFORE SHRI AJIT, J. AGNI, HON'BLE PRESID-
ING OFFICER)

Ref. No. IT/42/91

Shri S.R. Fotto,
Rep. by The General Secretary,
Mormugao Port and Railway Workers Union,
Vasco-da-Gama, Goa... Workman/Party I

V/s.

Their Chairman,
Mormugao Port Trust,
Mormugao Harbour,
Vasco-Da-Gama, Goa. ... Employer/Party II

Workman/Party I Represented by Adv. Shri T.
Pereira.

Employer/Party II Represented by Adv. Shri L.V.
Talaulikar.

Panji, Dated : 10-1-2003

AWARD

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 11 of the Industrial Disputes Act, 1947 (14 of 1947) the Central Government by order dated 10-10-91 bearing No. L-36011/4/91 (Misc.) referred the following dispute for adjudication of this Tribunal:

“Whether action of the management of Mormugao Port Trust is justified in not paying relieving over time allowance and group incentive to Shri S. R. Fotto, attendant Gr. I, MOHP for the period of suspension i.e. 17-10-89 to 4.5.90? If not what benefit workman is entitled?”

2. On receipt of the reference a case was registered under No. IT/42/91 and registered A/D notice was issued to the parties. In pursuance to the said notice the parties put in their appearance. The workman/Party I (for short, “Workman”) filed his statement of claim at Exb. 3. The facts of the case in brief as pleaded by the workman are that the employer/Party II (for short, “Employer”) consists of several departments and the Engineering Mechanical Department is one of such departments which is headed by Chief Mechanical Engineer and the said department has several sections including Mechanical Ore Handling Plant (MOHP) where the workman was employed. That the workers employed in MOHP are entitled to certain special allowances and benefits and two of such allowances being (1) relieving over time and (2) payment of incentive under performance

reward scheme. That by order dated 17-10-89 the Chief Mechanical Engineering placed him under suspension for alleged misconduct and after holding enquiry the Inquiry Officer submitted his findings holding that the charges are not proved against him and thereafter his suspension order was revoked by order dated 4-5-90 with immediate effect and it was stated that the period of suspension will be treated as spent on duty. That thereafter the workman was paid only salary due for the period from 17-10-89 to 4-5-90 and not other allowances/benefits which he would have earned if he had not been placed under suspension unjustifiably. That therefore he made a representation dated 11-8-90 to the Chief Mechanical Engineer requesting for payment of relieving overtime and incentive under the performance group reward scheme but it was informed by the Chief Mechanical Engineer by his letter dated 13-11-90 that since he was under suspension and had not actually performed duties he is not entitled to arrears of relieving overtime an incentive under performance group reward scheme. The workman contended that the above decision of the Chief Mechanical Engineer is not in accordance with rules/orders regulating the above benefits and is devoid of natural justice. The workman contended that the above decision of the Chief Mechanical Engineer is in the form of a mere office memorandum and is not substantive order under the service rules and regulations. He contended that every workman working in rotating shifts in MOHP is automatically entitled to one hour's overtime irrespective of the fact whether he actually waits for one hour to be relieved or is relieved exactly at the close of the shift and that he is marked one hour relieving overtime without verifying the time when he was relieved or any work is carried out by him beyond the end of the shift. He contended that having been retrospectively treated as being on duty during the period he was under unjustified suspension from 17-10-89 to 4-5-90 he is entitled to relieving overtime. The workman contended that similarly the entitlement to the benefit if incentive under group reward scheme is related to the number of days a workman is on duty during the particular incentive period and all workers who are on duty during such period are automatically entitled for incentive of the type or quantum of work each has put in. The workman contended that since his period of suspension from 17-10-89 to 4-5-90 is retrospectively treated as spent on duty he fulfils the required condition to entitle him for the incentive. The workman therefore prayed that it be held that the action of the employer in not paying the relieving overtime and under performance Group Reward Scheme is not justified.

3. The employer filed written statement at Exb.5. The employer stated that with a view to maintain optimum operations of MOHP as also to ensure regular, continuous and physical attendance of the employees attending to the MOHP on rotational shifts without any break, a scheme for payment of relieving overtime allowance and Group Incentive was adopted and it was revised as warranted by the exigencies and demands. The employer stated that relieving overtime allowance was agreed to be paid initially for half hour and subsequently it was changed to one hour. The employer stated that the payment of incentive under Performance Group Reward Scheme was meant to achieve a high level of efficiency and productivity in each and every shift through a spirit of teamwork and showing of material gains of higher productivity amongst all the workmen engaged in shift operations and maintaining of MOHP. The employer stated that though by settlement dated 13-2-81 the relieving over time (ROT) period was increased from half hour to one hour, some employees were found not only leaving their station or work spot for meals but also leaving the Plant premises itself for taking food and they were not remaining at the work spot till being relieved by the employees who were to resume the following shift and therefore a circular dated 6-4-84 was issued clarifying to all the employees of MOHP that they are paid one hours overtime called ROT every day during the normal working of the Plant to compensate them for working during the midshift break for meals and for remaining at work in their respective position till relieved by their staff in the following shift and that breaching the said order would be considered as a matter of serious disciplinary action. The employer stated that having regard to the performance to the Group Reward Scheme the amount of incentive is calculated on the basis of both loading and unloading factors and is to be paid in full only if the Manpower Index (MPI) as defined hereinunder is and then distributed in proportion to the actual attendance of each eligible employee. The employer stated that MPI is an important fulcrum to keep balance between payment of quantum of reward and overtime allowance vis-a-vis absenteeism. The employer defined MPI as follows:

MPI : Standard Mandays

Attendance Mandays + variable overtime mandays (Attendance mandays, being the actual number of mandays put in by all the employees in that particular incentive period + total overtime mandays.)

The employer stated that ROT allowance as well as incentive envisages variable allowance based on contingency of situation in existence in contrast to

the usual fixed allowance due and payable to the employees in normal times of duty or otherwise. The employer stated that assuming that the workman is entitled to incentive and/or ROT during his suspension period from 17-10-89 to 4-5-90 as claimed by him, the appointing authority having not rejected his claim, an appeal could lie against the said order to the Appellate Authority under Regulation 19 of the M.P.E.(C.C. &A) Regulations, 1964 and as such no industrial dispute can be envisaged or exists unless and until the said statutory remedy was exhausted by the workman. The employer denied that the workman is liable to be paid ROT and incentive under the Performance Group Reward Scheme for the period 17-10-89 to 4-5-90. The employer denied that the suspension of the workman for the period 17-10-89 to 4-5-90 was unjustified or that he would have been entitled to the said allowances/benefits as a matter of course had he not been placed under suspension for the said period. The employer denied the contention of the workman that being on duty in rotating shifts is the only condition the workers have to fulfil to be entitled for ROT. The employer denied the contention of the workman that having been retrospectively treated as being on duty during the period he was on suspension, he fulfils the condition to entitle him for ROT and for incentive. The employer stated that physical presence and attendance at the workspot during the period in question is a must for the individual workman to entitle him for ROT or for benefit of incentive under the Performance Group Reward Scheme. The employer stated that in view of the facts stated above the workman is not entitled to any relief and the reference is liable to be rejected.

4. In the rejoinder the workman stated that ROT is paid to ensure continuous non-stop running condition of Plant machinery at MOHP during the operations season which begins on 1st September every year and continuous upto 31st May of the next year. The workman stated that ROT is paid to every worker who is posted on rotational shift irrespective of whether he is actually booked to attend operational duty at a particular station/workpoint or whether he is merely booked as a reliever or whether he is a standby worker to attend to a break down/fault. The workman stated that any worker who is posted on rotational shift and duly presents himself for work on a particular day and duly accepts booking as allotted, but thereafter fails to maintain the required operational readiness thereby causing a stoppage of plant-running not only loses the benefit of ROT but he is also charged with serious misconduct and therefore it is evident that physical presence is not the essence of the matter, as is alleged by the employer. The workman stated that the period of unjustified suspension cannot be termed or des-

cribed as voluntary absence on the lines of leave/vacation/holidays. Similarly, the said period cannot be termed as 'idleness'. The workman stated that distinction sought to be drawn by the employer between alleged "variable allowances" and alleged "fixed allowances" is also imaginary and misleading. The workman stated that there was no question of any appeal against the order of the Chief Mechanical Engineer to the Appellate Authority in terms of the Regulation 19 of MPE.(C.C.&A) Regulations 1964 or conduct any other law because the order dated 4-5-90 issued by the Chief Mechanical Engineer to the workman is complete in all respects and there is nothing deficient in it and that the workman was completely satisfied by the said order. The workman stated that before the Conciliation Officer the plea of alleged non existence of industrial dispute was never raised by the employer on the other hand existence of the industrial dispute was not only accepted but the employer vehemently defended their position in the said conciliation proceedings. The workman stated that the Government is empowered by law to refer for adjudication any dispute in the nature of an industrial dispute not only upon its actual existence but even upon a mere apprehension about the coming into existence of such a dispute and the Government can exercise this power at any time. The workman therefore contended that the reference made by the Government is perfectly legal, valid and maintainable.

5. On the pleadings of the parties following issues were framed.

1. Does Party No. I Workman prove that he is entitled to get (1) Relieving Overtime and (2) Incentive under performance Group Reward Scheme for the period during his suspension period from 17-10-89 to 4-5-90?
2. Does Party No. II prove that the above referred allowances are paid to a workman if he is physically present and has attended the duty at the workshop?
3. Does the Party II prove that no Industrial Dispute could exist or could be envisaged until the Party No. I exhausted the statutory remedy of Appeal provided under Regulation 19 of the M.P.E.(C.C.&A) Regulations, 1964?
4. Whether Party No. I Workman is entitled to any relief?
5. What award or order?
6. My findings on the issues are as follows :

Issue No. 1 : In the affirmative.

Issues No. 2 : In the negative having regards to the facts in the present case

Issue No. 3 : In the negative.

Issue No. 4 : As per para. 17 below.

Issue No. 5 : As per order below.

REASONS

7. Issue No. 3 : This issue is taken up first because it goes to the very root of the matter. It is the contention of the employer that the reference is not maintainable because no industrial dispute could be envisaged or could said to be existing until the workman exhausted the statutory remedy of Appeal as provided under Regulation 19 of the Mormugao Port Employees (Classification Control & Appeal) Regulations 1964. Adv. Shri Pereira, representing the workman submitted that Regulation 19 of the MPE (CC&A) Regulations 1964 (for short, "Regulation 19") is not applicable to the case of the of the workman. He submitted that Memorandum dated 13th November, 1990 Exb. 11 of the Chief Mechanical Engineer of the employer is only a reply to the letter of the workman dated 11-8-90, and it is not an order. He submitted that even if it is presumed that it is an order, no appeal can be preferred Against the same under Regulation 19. He submitted that Sec. 10(1) of the Industrial Disputes Act, 1947, covers also those disputes which are apprehended and it is not necessary that the dispute must be in existence as on the date of reference. Adv. Shri Aalaulikar, the learned counsel for the employer submitted on the other hand that the memorandum dated 13th November, 1990 falls under Regulations 19 and therefore appeal ought to have been filed against the same before raising the dispute. He submitted that the word reinstatement used in Regulation 19 is with reference to resumption of duties after suspension is revoked and not after termination or dismissal is set aside. He submitted that until the remedy of appeal was exhausted no reference was maintainable.

8. Regulation 19 of the Mormugao Port Employees (Classification Control and Appeal) Regulations 1964 provides for appeals against certain orders. The said orders are (a) stopping an employee at the efficiency bar in the time scale on the ground of his unfitness to cross the bar; (b) reducing or withholding the pension or denying the maximum pension admissible under the rules; (c) determination the pay and allowances for the period of suspension to be paid to an employee on his reinstatement or determining whether or not such period shall be treated as period spent on duty for any purpose and (d) reverting to a lower grade or cost an employee officiating in higher grade or post otherwise than as a penalty. In the present case the demand of the workman is for the payment of relieving overtime allowance and group incentive for the period of suspension.

sion, that is, from 17-10-89 to 4-5-90. Therefore the relevant order under Regulation 19 if at all would be the order falling under clause (c) that is, determining the pay and allowances for the period of suspension to be paid to an employee on his reinstatement. The memorandum dated 13th November 1990 Exb. 11 whereby the demand of the workman for the payment of relieving overtime allowance and group incentive for the period of suspension was refused, even if it is considered as an order, in my view it will not be appealable under clause (c) of the Regulation 19. This is because the said clause refers to the order determining the pay and allowances for the period of suspension to be paid to an employee on his reinstatement. Adv. Shri Talaulikar, the learned counsel for the employer has contended that the word reinstatement is used with reference to resumption of duties after suspension is revoked and not after termination or dismissal is set aside. There is no support to this contention of Adv. Shri Talaulikar. The word reinstatement has totally different meaning. The word "Reinstate" has been defined in Black's Law Dictionary (Sixth Edition) as to restore to a state or position from which the object or person had been removed. In the present case the workman had not been removed from service but his suspension was revoked on receipt of the findings of the enquiry officer holding that the charges against the workman were not proved. Therefore since there was no removal of the workman from service, there was no question of his reinstatement. This being the case Regulation 19 providing Appeal against the order did not apply to the case of the workman and hence no appeal could have been preferred against the memorandum dated 13-11-1990 Exb. 11. Even otherwise, the Bombay High Court in the case of Sinnar Bidi Udyog Ltd., v/s. Shri Keru Murlidhar Varhade & Ors. reported in 1988 I CLR 374 has held that merely because workman could have challenged the order of discharge or dismissal by preferring an appeal against the said order, the reference under Sec. 10(1) of the Industrial Disputes Act, 1947 does not become bad in law. In that case the contention was raised on behalf of the company that the reference was not maintainable because the workmen should have challenged the order of dismissal from service by preferring appeal against the same under Sec. 31 of the Beedi and Cigar Workers (Conditions of Employment) Act, 1966. The Bombay High Court held that though the workmen were entitled to file appeals against the order of the employer of dismissal or discharge from service it does not mean that a reference under Sec. 10(1) read with Sec. 12(5) of the Industrial Disputes Act, 1947 made by the appropriate Government to an appropriate authority under the Industrial Disputes Act would be bad in law. The High Court held that it was one

of the remedies for the workmen to have preferred an appeal but just because they did not prefer an appeal and the Government of Maharashtra made reference for adjudicating upon the demands of the workmen for their reinstatement with continuity of service and back wages would not be bad in law. The above judgment of the Bombay High Court squarely applies to the present case. In the present case therefore even if it is presumed that appeal lies against the memorandum dated 13th November, 1990, non-preferring of the appeal would not make the reference bad in law. Applying the principles laid down by the Bombay High Court in the above referred case I hold that there is no substance in the contention of the employer that reference is not maintainable because no industrial dispute could said to be existing or could be envisaged until the workman exhausted the remedy provided under Regulation 19 of the Mormugao Port Employees (Classification, Control and Appeals) Regulations 1964, that is until the workman referred appeal under the said Regulation. I therefore answer the issue No. 3 in the negative

9. Issue nos 1, 2 and 4 : These issues are taken up together because they are inter-related. The contention of the workman is that since his suspension was treated as spent on duty he is entitled to the Relieving Over Time (ROT) and Incentive Under performance Group Reward Scheme for the suspension period from 17-10-89 to 4-5-90. The contention of the workman is that he was paid only the salary for the above said period of suspension but not the above benefits. The contention of the employer on the other hand is that since the workman was under suspension and has not actually performed duties he is not entitled to the relieving over time and the incentive under Performance Group Reward Scheme. In support of his claim the workman has examined himself whereas the employer has examined its Industrial Relations Officer Shri Agnelo Martins, and the Establishment Officer Shri Rosarao Fernandes.

10. The workman in his deposition stated that after his suspension was revoked he continued to work on the same post at the same place. He stated that he was paid all his other dues except ROT and Incentive under Performance Group Reward Scheme. He states that the work is done in three shifts from October to May and June to September period is treated as shut down period and that the three shifts are from 7.30 a.m. to 3.30 p.m.; from 3.30 p.m. to 11.30 p.m. and 11.30 p.m. to 7.30 a.m. He stated that until a reliever comes the worker is not allowed to leave his work and go out and that he has to wait for maximum one hour and he is not supposed to go out even for lunch. He stated that ROT is payable for one hour and even if the reliever comes with

in 5 to 10 minutes the first worker is paid one hour ROT. He stated that no record has been kept of the actual time of work but if the reliever does not come within one hour the record is kept for over time and the previous worker has to work and if the reliever is late by one hour he is not allowed to resume work. He stated that disciplinary action is taken against a worker if he does not wait for a reliever or goes out for lunch leaving the place of work. He produced the circular to this effect at Exb. 15. He stated that ROT is paid even if there is no loading of the ore from October to May except for the period June to September when there is no unloading. In his cross-examination he admitted that during his suspension he was not supposed to sign the muster roll and thus he resumed duties after his suspension was revoked. He stated that he cannot say whether ROT is paid to a workman if he actually does overtime duties. He stated that ROT is paid to a workman although he is absent on account of leave for a day or two, however he stated that he does not have any evidence in this behalf. He admitted that ROT is not paid for a long leave. He denied that ROT is not paid for extra work and that it is paid if the work is actually done. He stated that ROT forms a part of VDA which are paid only on fulfilment of certain conditions.

11. The employer's witness Shri Rosario Fernandes stated in his deposition that he is working as the Establishment Officer in the Engineering Department since 1986 and that he is conversant with the working of the MOHP and the claim made by the workman. He stated that there is a shift from 8.30 a.m. to 12.30 p.m. and from 1.30 p.m. to 5.30 p.m. which is known as General shift, and the other shift which is known as rotational shift. He stated that the 1st shift starts from 7.30 a.m. to 3.30 p.m.; the 2nd shift from 3.30 p.m. to 11.30 p.m. and the 3rd shift from 11.30 p.m. to 7.30 a.m. He stated that there was a settlement under which benefits were given to the workmen. He produced the said settlement at Exb. 16. He stated that a resolution was passed for giving benefits as regards ROT under resolution no. 128 and produced the said resolution at Exb. 17. He stated that ROT was introduced to ensure the smooth working of the firm and to ensure the presence of the reliever and till the reliever came the previous worker was supposed to work for which the previous worker was paid under the scheme. He stated that ROT cannot be claimed by a worker who is not on actual duty, under leave or under suspension. He stated that unless the workman is physically present he is not entitled to ROT and further that if the reliever does not turn up within one hour the previous worker is supposed to continue for which he was paid single ROT. He stated that ROT is not available to the

worker in the general shift and it is available only in rotational shifts. He stated that since the workers misused the concession of ROT given to them a circular was issued directing the workmen not to leave that plant and he produced the said circular at Exb. 19. He stated that the employer did not pay ROT to any workman who was absent from duty. He stated that ROT was not paid to Sakharam Amerkar, to one driver and to one Foreman who were under suspension and he produced the relevant records at Exb. 20 colly and 21 colly. In his cross examination he stated that there is no other ground on which the workman would be disentitled for ROT except those mentioned in the Circular. He stated that if the workman was not suspended he would have worked at the plant and would have been entitled to ROT. He stated that the workman was paid fixed allowances during his suspension period, and that night waitage was not paid to him because it is variable. He stated that ROT is fixed over time. He admitted that ROT and incentives are not distributed in the marine department to which the Driver Mr. Lemos and the Foreman Mr. Mathew belonged. The employers' other witness Shri Agnelo Martins, the Industrial Relation Officer stated that after the suspension order was revoked the workman by letter dated 11-8-90 claimed incentive and ROT for the period under which he was under suspension and by reply dated 13-11-90 his claim for ROT and incentive was rejected. In his cross examination he admitted the suggestion put to him that the reply dated 13-11-90 is based on the view of the management on the terms and conditions of the payment of ROT and incentives.

12. It is an admitted fact that the workman was placed under suspension from 17-10-89, and in the enquiry held the workman was not found guilty of the charges levelled against him. It is also an admitted fact that after the Inquiry Officer submitted his findings the management concurred with the same and by order dated 4-5-90 which is produced at Exb. 10 revoked the suspension order dated 17-10-89 with immediate effect. As per the said order the period of suspension was treated as period spent on duty. The employer has produced settlement at Exb. 16 under which certain benefits were given to the workers. This settlement is not disputed by the workman. Clause 3 of the said settlement deals with the ROT. As per this clause ROT was increased from 1/2 hour to one hour with effect from 12-10-1980 to ensure continuous working without break for lunch or for shift changing and the arrears payable for the period 12-10-80 to 20-2-81 were to be paid on or before 31-3-81 and from March 1981

ROT was to be paid alongwith the wages of each month. The resolution no. 128 produced by the employer at Exb. 17 shows that a note was circulated at the Board meeting regarding the implementation of the settlement dated 13th February, 1981 Exb. 16 arrived at with the union and as per the resolution no. 128 Exb. 17 the Board approved the implementation of the Agreement dated 13-2-1981. The employer's witness Shri Rosario Fernandes has stated that ROT was introduced to ensure the smooth functioning of the firm and to ensure the presence of the reliever and till the reliever came the previous worker was supposed to work for which he was paid under the scheme. He has stated that if the reliever does not turn up within one hour the previous worker is supposed to continue for which he was paid single ROT. He has stated that the employer issued a circular dated 6th April, 1982 because the workers were misusing the concession of ROT given to them. The said circular has been produced at Exb. 19. In the said circular it is brought to the notice of the employees that though they are paid ROT every day to compensate them for working during the mid-shift break for meals and for remaining at work in their respective positions till relieved by the staff in the following shift it was found that some employees were not only leaving their stations for meals but also leaving the plant premises itself for food and many employees were not remaining at their work spot till being relieved. Therefore through the said circular it was brought to the notice of the employees that the above behaviour amounts to serious indiscipline and calls for deterrent disciplinary action. The above evidence therefore makes it evident that the workers working in the rotation shift were not entitled to leave the place of their work at the end of the working hour of their shift and compulsorily they were required to wait for one hour till their reliever came for the next shift, and in case the reliever did not come they were liable to continue in the next shift. Further, during this period of one hour until the reliever came the workers were not entitled to leave the place of work even for lunch or for food, and if any worker was found committing the breach of the above, he was liable for disciplinary action. This shows that once a workman/employee reported for work, compulsorily he had to wait for one hour after his shift was over and for that he was paid relieving over time. The employer has tried to contend that for claiming ROT a worker has to be physically present

for duty. The employer's witness Shri Rosario Fernandes has stated that ROT cannot be claimed by a worker who is not on actually duty, under leave or under suspension. In the present case the workman admitted in his cross examination that ROT is paid to a workman if he is absent on account of leave for a day or two. He has not substantiated his this statement. He has however admitted that ROT is not paid for long leave. It is obvious that the question of paying ROT to a worker who is on leave does not arise because as per the scheme ROT is paid to a worker for waiting for one hour beyond his shift timing. Therefore if a worker is on leave the question of his waiting for one hour beyond his shift timing does not arise and hence there is no question of paying ROT to him. Similarly a worker who is on suspension also will not be entitled to claim ROT till the time action is taken against him as the payment of wages and treating of worker on duty depend upon what kind of action is taken. But in the present case though the workman was under suspension, subsequently his suspension was revoked by order dated 4-5-1990 Exb. 10 because the enquiry officer did not find him guilty of the charges of misconduct levelled against him and the management concurred with the said findings. The order dated 4-5-1990 revoking the suspension states that the period of suspension shall be treated as period spent on duty. Therefore even though the workman was not on duty during the suspension period and had not physically worked, as per the order dated 4-5-1990 the said suspension period was treated as if the workman was on duty and it is an admitted fact that he was paid wages and other benefits for the said period. In my view once the period of suspension was treated as if the workman was on duty, the workman would be entitled to ROT because being on duty he was bound to continue in the next shift for one hour till his reliever arrived. In the present case but for his suspension, the workman would have continued in the next shift for one hour. It is the act on the part of the employer which prevented the workman from being physically present. The question perhaps would have been different if the employer had not treated the period of suspension as the period spent on duty.

13. The employer's witness Shri Rosario Fernandes has stated in his evidence that ROT was not paid to Sakharam Arlekar, to one driver and to one Foreman who were under suspension. He has produced the records at

Exb. 20 colly and Exb. 21 colly. However, in his cross examination he admitted that ROT and incentive is not distributed in the Marine Department to which the driver Mr. Lemos and the Foreman Mr. Mathew belonged. This being the case the question of paying ROT to the driver and to the Foreman who belonged to the Marine Department did not arise. Now as far as Mr. Sakharam Arlekar is concerned it is not known whether his suspension was revoked or not and even if it was revoked whether his suspension period was treated as the period spent on duty. There is no evidence on record to show that the case of Mr. Sakharam Arlekar was similar to that of the workman in the present case. Even otherwise, merely because ROT was not paid to Mr. Sakharam Arlekar, it does not mean that the workman is debarred from claiming ROT and raise the dispute. There is no evidence to show that Mr. Sakharam Arlekar had raised the dispute and it was adjudicated upon. Therefore there is no substance in the contention of the employer that because Mr. Sakharam Arlekar, the driver Mr. Lemos and the Foreman Mr. Mathew were not paid ROT for the suspension period, the workman in the present case is not entitled to claim ROT for his suspension period.

14. Adv. Shri Talaulikar, representing the employer, has relied upon the judgement of the Supreme Court in the case of Bharat Electronics Ltd., Bangalore v/s. Industrial Tribunal, Karnataka, Bangalore and another reported in 1990 II ILJ 32 and that of the Central Government Industrial Tribunal no. 2, Bombay dated 2nd November, 1982 passed in the case of Employees in relation to the Management of Mormugao Port Trust v/s. Their workmen. In the case of Bharat Electronics Ltd., (supra) the Industrial Tribunal had held that the night shift allowance forms part of the wages. The Supreme Court however held that the Industrial Tribunal was in error because the workman in that case had to earn night shift allowance by actually working in the night shift and his claim for that allowance was contingent upon reporting to duty and being put to that shift. The Supreme Court held that the night shift allowance did not automatically form part of wages. This judgement of the Supreme Court is not applicable to the present case. In the instant case the payment of ROT was not contingent upon any condition. That is, the Payment of ROT did not depend upon any fulfilling of any condition after reporting for duty. It became payable to the workman as a matter of right because he was bound to wait for one hour

after completing his shift till the reliever in the next shift arrived and if he did not he had to continue in the next shift, and in case the workman committed breach he was liable for disciplinary action. Therefore the judgement of the Supreme Court in the case of Bharat Electronics Ltd., cannot be applied to the instant case. The facts involved in the case of Mormugao Port Trust (supra) are also different from the one involved in the present case. In that case the workmen had claimed ROT for the period from 1-8-1981 to 31-8-1981. This claim was based on the same terms of the settlement as in the present case. The Tribunal held that the above claim of the workman was not justified. The Tribunal held so because by notice dated 31-7-1981 it was notified that on completion of loading of "M. V. STOVE MAN CROFT" the MOHP plant where the workmen are working will be shut down for maintenance for a few weeks and since there will be no operation of the plant the staff posted in the shifts were instructed not to wait to be relieved. It was further notified that in case anyone is required to stay on till relieved or in order to continue to work on overtime, instructions will be issued to individuals concerned. The Tribunal held that when the plant is shut down the factor of constant attention is absent and as soon as the factor of constant attention is absent the very need of paying built-in-overtime would disappear. The Tribunal held that when there is no constant attention necessary for which notification is issued and for which attention of the workmen has been drawn the clause in the settlement would not permit the workmen to claim what is known as relieving overtime and as such the claim cannot be said to be justified. Thus it can be seen that the facts in the above case are different from the one in the present case. In that case though the workmen were to be on duty they were not required to wait till their reliever arrived as per the notification issued to them because the MOHP plant was to be shut down, and it is for this reason the Tribunal held that the workmen were not justified in claiming ROT for the period from 1-8-1981 to 31-8-1981 as during this period the plant was shut down. Such is not the case in the present case. In the instant case but for his suspension, the workman would have reported for duty and would have waited for one hour till his reliever arrived.

15. Adv. Shri T. Pereira, representing the workman has relied upon the judgement of the

Bombay High Court in the case of Louis Xavier Mendonca v/s. Board of Trustees of Port of Bombay, and another reported in 1991 MH. L. J. 47. In this case the petitioner was placed under suspension. His suspension was revoked and the period spent thereunder was treated as duty period. The Petitioner claimed for balance of the salary and allowances which included overtime allowance, conveyance allowance, and uniform allowance. The demand of the petitioner was based on his contention that the illegal and unjustified suspension had prevented him from earning the said three allowances which would have accrued to him had he been allowed to work. The contention of the Respondent Board was that the petitioner was entitled to these allowances only when he actually performed the duties annexed to his post. The judgement mentions that the Honble Single Judge had put a question to Mr. Bhatkar representing the respondents whether a workmen of any shift after the normal duty hours could leave the work place and Mr. Bhatkar conceded that no such liberty was available to the worker. The Bombay High Court after referring to the judgement of the Supreme Court in the case of Bharat Electronics Ltd. (supra) held that the competent authority had directed that the period of suspension undergone by the Petitioner shall be treated as if he were on duty; the petitioner as a dredging master would've earned overtime which was concomitant of his service. The High Court held that overtime allowance was a necessary component of wage and not upon actual working. As regards the uniform and travelling allowances was the entitlement of every Dredging master and they did not depend on being a uniform or travelling to and from the house and dredger. The High Court held that the Petitioner would have earned these allowances had he not been suspended. The above judgement of the Bombay High Court squarely applies to the present case. In the present case also the workman had no liberty to leave the work place after completing his shift. He had to wait for one hour till his reliever in the next shift arrived, for which he was paid ROT. If the workman was not suspended he would have earned ROT. The employer had revoked the suspension and had treated the period of suspension as the period spent on duty. Considering all the above aspects and in the light of what is discussed above, I am of the view that though the workman was not physically present he is entitled to get ROT for his

suspension period from 17-10-89 to 4-5-1990 and I hold so accordingly.

16. The other claim of the workman is for incentive under Performance Group Scheme for the period during his suspension from 17-10-89 to 4-5-1990. The Performance Reward Scheme along with the correspondence has been produced at Exb. 18. The primary object of this scheme is to encourage group dynamics, foster greater commitment on the part of the employees, inculcate a spirit of greater team work aimed at higher productivity and to share the gains of higher productivity with employees engaged in operation and maintenance of the plant. As per the said scheme the total incentive payment arrived at on the basis of both the loading and unloading factors as given in the scheme is to be adjusted according to the manpower factor as given in the scheme and then distributed in proportion to the actual attendance of each eligible employer. The contention of the employer is that the workman is not entitled to incentive because he has not actually worked during the suspension period. This is the only defence which has been taken by the employer to deny the workman his claim for incentive. This is evident from the reply dated 23-2-91 Exb. 13 filed by the employer before the Asst. Labour Commissioner, Vasco in the conciliation proceedings. In this reply the employer has stated that the workman is not entitled to Performance Group Reward incentive because of his physical absence. This contention of the employer does not appear to be correct. The employer has examined Shri Rosario Fernandes in support of its case. The said witness in his cross examination admitted that the sportsmen are sent all over India and they are paid incentives although they are not actually present for work. This admission on the part of the employers' witness disproves the contention of the employer that incentive under Performance Group Scheme is payable to worker only if he is physically present. If this was the case, the sportsmen when they are sent all over India would not have been entitled to incentive because when they are sent all over India they are not physically present at the work place. In the present case the workman could not remain physically present during the period 12-10-80 to 20-2-81 because during that period he was on suspension. Therefore, the workman would have been entitled to incentive but for his suspension. In the present case as mentioned earlier, the workman was exonerated of all the charges of misconduct and the employer revoked his suspension order and treated the period of suspension as the period spent on duty. This means that though the workman was not physically present, it was deemed that he was present and had

attended the duties. In my view the case of the workman is similar to the case of the Sportsmen who are sent out all over India. This being the case applying the principles laid down by the Bombay High Court in the case of Board of Trustees of the Port of Bombay (supra), the workman is entitled to the incentives under performance Group Scheme for the suspension period 17-10-89 to 4-5-90. The workman has produced at Exb. 13 the reply filed by the employer before the Asst. Labour Commissioner, Vasco, in the conciliation proceedings. In this reply the employer has admitted that the workman is entitled to productivity linked bonus for the suspension period once his suspension is revoked and he is exonerated of the charges and the period is treated as on duty. This means that even though the workman had not actually worked during the suspension period and had not contributed for the production during the said period, still he was entitled to the productivity linked bonus because he was exonerated of the charges, his suspension was revoked and his period of suspension was revoked and his period of suspension was treated as period spent on duty. In my view on the same principles the workman would be also entitled to the incentive under the Performance Group Scheme. The employer has not brought anything on record to show as to why the workman is entitled to productivity linked bonus and not incentive. The employer has tried to contend that one Mr. Sakharan Arlekar and to one driver and foreman incentive was not paid when they were on suspension. He has produced the records at Exb. 20 colly, and Exb. 21 colly. The employers' witness Mr. Rosario Fernandes has however admitted in his cross examination that ROT and incentive is not distributed in the Marine Department to which the driver Mr. Lemos and the Foreman Mr. Mathew belonged. This being the case there was no question of paying incentive to them for the suspension period because they were not entitled to the same. As far as Shri Sakharan Arlekar is concerned there is no evidence to show that the case of Mr. Arlekar was similar to that of the workman. There is no evidence to show that Shri Sakharan Arlekar was exonerated of the charges and his suspension was revoked treating the period of suspension as the period spent on duty. Even otherwise, as mentioned earlier, merely because Mr. Sakharan Arlekar and Two others were not paid incentive, it does not mean that the workman is debarred from claiming incentive for the suspension period and get the matter adjudicated. Adv. Shri Talaulikar, representing the employer has relied upon the judgements of the Bombay High Court in the case of Eagle Flask Industries Ltd., v/s. Employees State Insurance Corporation, Pune reported in 1997 II LLJ pg. 1141 and in the case of

Motor Industries Co. Ltd., v/s. Popat Maralidhar Patil and others reported in 1997 II LLJ pg. 1206. I have gone through both the above judgments and I am of the view that the said judgements are not applicable to the present case. In the case of Motor Industries Co. Ltd. (supra) the issue involved was whether the subsistence allowance received during the period of suspension amounted to "salary or wage" within the meaning of Sec. 2(21) of the Payment of Bonus Act, 1965 and as such whether bonus was liable to be paid on the same. The High Court held that the subsistence allowance paid during the suspension period is not paid for the work done and is not an amount paid by way of remuneration to the employee during the period of suspension, and as such it would not amount to salary or wage for the purpose of claiming bonus. In the case of Eagle Flask Industries Ltd. (supra) the issue involved was whether Inam paid to contract employees to encourage them to give timely production to meet urgent market demand for goods was "wages" and hence contribution was payable under the Employees State Insurance Act, 1948. The High Court held that Inam paid was not "wages" and hence no contribution was payable under the ESI Act. In the present case the claim of the workman for ROT and Incentive is not based on the ground that it is "wage or salary" but they are the benefits to which he is entitled to under the settlement and Group Performance Scheme respectively. In the light of what is discussed above I am of the view that the workman is entitled to the incentive under Performance Group Scheme.

17. In the circumstances I hold that the workman is entitled to get Relieving Over Time and Incentive under performance Group Reward Scheme for the period during his suspension from 17-10-89 to 4-5-90 and hence I answer the issue No. 1 in the affirmative. I hold that the employer has failed to prove that ROT and Incentive are paid to the workman if he is physically present and has attended the duty at the workshop. I therefore answer the issue No. 2 in the negative having regards to the facts in the present case. This being the case, I hold that the action of the management of Mormugao Port Trust is not justified in not paying Relieving Over time allowance and Group Incentive to the workman for the period of suspension from 17-10-89 to 4-5-90. I hold that the workman is entitled to receive Relieving Over time Allowance and Incentive Under Performance Group Reward Scheme for the suspension period 17-10-89 to 4-5-90.

Hence I pass the following order

ORDER

It is hereby held that the action of the Management of Mormugao Port Trust is not justified in not

paying relieving overtime allowance and group incentive to the workman Shri S. R. Fotto, attendant Grade I, MOHP for the period of suspension from 17-10-1989 to 4-5-1990. It is hereby held that the workman Shri S. R. Fotto, is entitled to receive from Mormugao Port Trust relieving overtime allowance and group incentive for the period of suspension from 17-10-1989 to 4-5-1990.

No order as to cost. Inform the Central Government accordingly

AJIT J. AGNI, Presiding Officer

नई दिल्ली, 3 फरवरी, 2003

का.आ. 724:— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार इलाहाबाद बैंक के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण कोलकत्ता के पंचाट (संदर्भ संख्या 2/1999) को प्रकाशित करती है, जो केन्द्रीय सरकार को 31-01-2003 को प्राप्त हुआ था।

[सं. एल-12013/50/98-आई.आर. (बी-II)]
अजय कुमार, डेस्क अधिकारी

New Delhi, the 3rd February, 2003

S.O. 724.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 2/1999) of the Central Government Industrial Tribunal Kolkata as shown in the annexure in the Industrial Dispute between the employers in relation to the management of Allahabad Bank and their workman, which was received by the Central Government on 31-01-2003.

[No. L-12013/50/98-IR(B-II)]

AJAY KUMAR, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT KOLKATA

Reference No. 02 of 1999

Parties : Employers in relation to the management
of Allahabad Bank

AND

Their workmen.

Present :

Mr. Justice Bharat Prasad Sharma

Presiding
Officer

Appearance :

On behalf of Management Mr. P.M. Bandopadhyay, Senior Manager (IR) of the Bank.

On behalf of Workmen Mr. A.D. Singh, Member of the Executive body of the Union.

State : West Bengal.

Industry : Banking.

Dated : 14th January, 2003.

AWARD

By order No. L-12013/50/98/IR(B-II) dated 22-01-1999 the Central Government in exercise of its powers under Section 10(I)(d) and (2A) of the Industrial Disputes Act, 1947 referred the following dispute to this Tribunal for adjudication :

“Whether the action of the management of Allahabad Bank in reverting Sh. B. K. Sharma, JMG Scale-I to the post lower than what was held by him prior to promotion;

(ii) debarring him from promotion permanently,

(iii) recovering the travelling expenses, halting allowance and other incidental charges paid to him in connection with the transfer on promotion and (iv) not paying salary from 20-9-95 to 30-9-95 is justified. If not, what relief is the workman entitled to?”

2. This reference has been made on the basis of a dispute raised by the Allahabad Bank Indian Staff Association, Calcutta for and on behalf of a workman Shri B.K. Sharma who happened to be an employee of clerical grade and was subsequently promoted to the post of Junior Managerial Grade Scale-I and later reverted to the clerical grade again.

3. From the written statement filed on behalf of the union it appears that the Allahabad Bank has altogether 22480 staff including officers and that the Bank was nationalised in the year 1969. It is stated that the employees are divided into trade unions of different shades and their bargaining powers are weak, because each union tries to overtake the others. It is further stated that there is one union which represents the majority of the workmen and is the only recognised union and the management generally functions in collusion with the said union and the said union is also allowed to enter into settlements from time to time. It is further stated that Shri B. K. Sharma, the concerned workman was appointed as a Clerk on 27-05-1970 and was posted at Gariahat Branch of the Bank. Later he was promoted to the post of Special Assistant in the year 1981 and was then posted at Wellesley Street Branch. He worked there till his promotion to the officers' grade. It is further stated that there is a promotion policy in the Bank in accordance with the bipartite settlement

dated 22-04-1989. Further, it is stated that the Management declared some vacancies in the officer JMG Scale-I to be filled up by promotion from amongst the senior employees who completed 15 years or more in service of the Bank. Accordingly, Shri B. K. Sharma was selected as an officer and the appointment came into effect on 31-01-1994. Then, Shri Sharma was instructed by the Zonal Office to report to the Regional Office, Midnapore for further posting instruction. He was thus posted there along with another person and ultimately Shri Sharma was posted at Amlasuli Branch, whereas another person was posted at Ranichak Branch under Midnapore Regional Office. It is stated that Ranichak Branch happened to be nearer to Calcutta with better transport facility than Amlasuli Branch which is located about 200 kilometers away from Calcutta. It is further stated that although some other promotees junior to Shri Sharma were favoured to be posted at convenient branch, Shri Sharma was posted at remote branch and he was not provided with official accommodation and was allowed housing allowance of Rs. 75 per day for 15 days. It is stated that Shri Sharma could not find any suitable accommodation to reside and after hard search he could find a temporary place to stay at Garbeta, a place which is about 18 Kms. away from his place of posting, i.e. Amlasuli. It is also stated that the transport facility is also irregular and it was difficult for him to walk to the branch and get back to his place of residence in the night. It is further stated that the Regional Office also started sending him to other branches on deputation. It is also further stated that the said Shri Sharma happens to be a vegetarian and he had difficulties in getting proper food which resulted in his loss of health. Therefore, he applied to the Assistant General Manager, Kharagpur Zonal Office on 18-03-1994 for reversion to the post of Special Assistant at Walesly Street Branch, which he was holding earlier and also requested that the said post vacated by him be not filled up. However, the Regional Manager persuaded Shri Sharma not to forego his promotion and assured Shri Sharma to post him at some suitable branch near Calcutta. It is further stated that subsequently Shri Sharma was transferred to Durlavganj Branch on 09-05-1994 vide letter dated 26-04-1994. It is stated that Durlavganj Branch is situated on Chandrakona Road and is only one railway station nearer to Calcutta than his previous place of posting at Amlasuli. It is also further stated that at this new place also Shri Sharma was not provided with any accommodation and he had to commute daily from Calcutta to Durlavganj and he had to leave his residence at 5.30 A.M. in the morning and to return late in the night at times at 12 O'clock in the night and thus Shri Sharma had to face difficulties in getting his meals because

there was also no vegetarian hotel available there. It also further stated that from Durlavganj also he was frequently sent on deputation to the Amlasuli Branch' the place of his earlier posting. It is stated that although his posting was permanent at Durlavganj, he was compelled to go on deputation to Amlasuli Branch because the relieving officers were reluctant to go for deputation to that branch. It is stated that being disgusted with the behaviour and harassment of this kind, Shri Sharma also lost his health followed by hypertension and mental disturbance and he made further representation to the management to revert him to his original post. This representation was made on 06-07-1994. It is further stated that Shri Sharma also made further representation to the Regional Office, Calcutta South and the management of Walesly Street Branch not to fill up the previous post which he had vacated on promotion as he wished to revert to the original post, but the management did not consider his request for reversion to his previous post and the post at Walesly Street Branch was also filled up. It is stated that Shri Sharma thereafter felt very much perturbed and could take it no more. Then, he further made a representation on 05-11-1994 to the management requesting them to revert him as early as possible and be even offered to forgo his special allowance contemplating that this would influence the management to take quick decision and also convince the management about the bonafide of his complain. It is stated that even this representation was refused by the management vide a letter dated 07-02-1995 addressed to him by the Regional Office, Midnapore. It is further stated that in the meanwhile Shri Sharma made another representation dated 07-02-1995 wherein he again described his pitiable condition to the General Manager (P.A.) and appealed to revert him to his earlier cadre as a special case. It is further stated that after a long lapse of about 18 months the management decided to revert Shri Sharma and to post him at Head Office, inspection Dept., as Clerk vide letter dated 20-09-1995. It is stated that the instant case was a simple case of reversion as Shri Sharma could not withstand the pressure and atmosphere at the working place and difficulties of accommodation and meal etc. and in fact, while acceding to his request at last the management punished him for persistently making representations one after another. It is stated that Shri Sharma had even offered to forgo his special allowance contemplating quicker decision which was rejected, but considered his last representation dated 07-02-1995 wherein he had requested only to revert him to his earlier cadre. Thus, Shri Sharma has been punished to be posted at earlier cadre at a loss of Rs. 1000 per month as special allowance.

It is stated that he was further punished to be permanently debarred from participating in further promotion process from clerical grade to officers' grade and another punishment was also imposed upon him to refund the travelling expenses, halting allowance and other incidental charges which were paid to him in connection with his transfer on promotion. However, the said recovery had not yet been made. It is further stated that the management has acted in contravention of Clause 4(b) of Chapter VII of the memorandum of settlement dt. 22-04-1989. It is stated that the promotion policy of the Bank as per the settlement dated 22-04-1989 is still prevailing in the Bank and there is a provision under clause 4(b), Chapter VII that reversion will be to his previous post, if the employee has not completed his probationary period and provided the written request is made during the period of his probation. In this context, it has been further stated that over and above the aforementioned unlawful orders, the management also withheld his salary from 20-09-1995 to 30-09-1995 which was subsequently released to him on 21-10-97. It is stated that such action of the management in reverting Shri Sharma after lapse of 18 months from the date of his first representation and depriving him of Rs. 1000 per month as special allowance and also posting him as a Clerk and withholding his duty wages for 2 years are vindictive and unlawful with ulterior motives and the action of the management also reflects on dragging of a pretty matter for long period which could not be termed as prudent and proper on the part of the management. It is further stated that the management also delayed the payment of arrears of 6th Bipartite Settlement to Shri Sharma relating to the period prior to this promotion and payment of his salaries in the promoted cadre from the month of March, 1995 to 19th September, 1995 without any cogent reason which were released as late as in August/September, 1996 with a motive to keep Shri Sharma constantly under acutest financial constraints. It is stated that Shri Sharma made protest to the management on several occasions under Clause 10, Chapter VII of the memorandum of settlement dated 22-04-1989 for redressal of his grievances arising out of such action of the higher authority within the Bank and the management ultimately forbade Shri Sharma to make further representation in the matter. It is stated that having found no redressal of his grievances and adamant nature of the management, Shri Sharma contacted his union which raised the industrial dispute before the Regional Labour Commissioner (C) and there also the management showed adamant attitude during conciliation proceedings which resulted in failure. Accordingly, It has been stated that the action of the management of the Bank in reverting Shri B.K. Sharma to the post lower than what was held by him prior to his promotion is unjustified. It is also further stated that

the action of the management debarring Shri Sharma from promotion permanently it also unjustified and it is further stated that the action of the management to recover even in future the travelling expenses and halting allowance paid to him in connection with his transfer on promotion is also not justified and non-payment of his due wages from 20-09-1995 to 30-09-1995 is also not justified and, therefore, the union has stated that the workman concerned is entitled to 18% interest per annum over the amount which was released in his favour after 2 years and the union has also requested that the illegal action of the management be struck down.

4. management also filed a written statement in response to the written statement filed on behalf of the union and it divided the written statement into two parts, i.e., preliminary objections and factual position. It is stated that the written statement filed on behalf of the Association contains various statements, allegations and contentions which are baseless, irrelevant, motivated, misleading, untrue and suppression of material facts and the Bank shall revert to such allegations and all such allegations are denied excepting for the facts admitted. So far as the preliminary objections are concerned, it has been stated on behalf of the management that the reference is not maintainable as the Bank challenges the locus standi of the union sponsoring the cause of the workman concerned. It is stated that the Association in question does not come under the definition of Section 2(oo) of the Industrial Disputes Act and, therefore, is not competent to represent the workman concerned before this Tribunal. It is also stated that the present reference does not partake the character of an industrial dispute as defined under Section 2(k) of the Industrial Disputes Act and the allegations are vexatious, harassing and speculative only. It is stated that Shri Sharma, the workman concerned had accepted the post of Clerk in the clerical grade unconditionally offered to him by the Bank on the basis of his repeated specific requests and also request of the union representatives of the Allahabad Bank Workers' Union (West Bengal) on his behalf in I.R.M. meeting held on 21-02-1995 and also knowing fully well about the non-entitlement of special allowance before Joining the said post and, therefore, is stopped from contending otherwise. It is also further stated that Shri Sharma voluntarily relinquished his claim of special allowance in writing which is payable only on discharging certain additional dues and functions [illustrated in the industry level bipartite settlement to be entrusted by the Bank in writing to the employee concerned as and when required as per Bank's rules and guidelines governing service conditions

of the employees of the Allahabad Bank. It is stated that clerical cadre includes Special Assistants also and in view of the non-performance of duties of special Assistant's job, one cannot be entitled to any special allowance. It is stated that Shri Sharma after joining the post of Clerk and accepting the terms of offer of reversion raised some baseless objections and claims which cannot be justified and it all appears to be illegal. It is stated that the action of the Bank in reverting Shri Sharma to the post of Clerk is based on his specific representation to this effect and the direction made by the Bank for recovering the travelling expenses etc. paid to him in connection with his transfer as also permanent debarment from participation in the promotion process are based on relevant provisions of the memorandum of settlement dated 22-04-1989 and its subsequent amendments formulated to this effect. It is stated that all the aforesaid conditions were incorporated in the reversion order issued in this regard and the workman accepted the same unconditionally and joined at the ordered place of posting. It is further stated that the matter regarding non-payment of salary to Shri Sharma is baseless and a case of suppression of fact as he himself in his representation had acknowledged receipt of the said amount and the payment was made by the Bank prior to the date of order of reference to this effect. The management has also dealt with the averments and allegations in the different paragraphs of the written statement of the union. So far as the contents of paragraphs 1 to 6 are concerned, it is stated that these are matters of record and the management does not want to make any comment excepting for that what is on record and what is matter of fact is admitted but rest are denied. It is, however, stated that the allegation against the Bank about functioning with the majority and recognised union in collusion is denied. So far as the contents of paragraph 7 are concerned, it is denied. It is denied that some favour was given to someone by posting in a convenient branch and Shri Sharma was posted in remote hardship branch. In this connection, it is stated that the posting or promotion from clerical grade to a post of JMG Scale-I was made according to the need of exigencies of the Bank and in terms of Regulation 47 of the Allahabad Bank Officers' Service Regulation 1979 every officer is liable for transfer to any office or branch of the Bank or to any place in India. It is stated that the contents of paragraph 8 are also denied and there has been suppression of fact in the written state-

ment. It is stated in this regard that in fact Shri Sharma was eligible for official accommodation as an officer at his place of posting as per Bank's rules, but for the reasons best known to him, he did not avail the same facility and opted to get house rent allowance. It is stated that so far as the contents of paragraph 9 are concerned, the same are distorted facts and are imaginary and, therefore, it is denied entirely. It is stated that Amlasuli Branch is still in operation and the staff and officers are smoothly working there. It is further stated that in terms of paragraph 4, Chapter VII of the memorandum of settlement dated 22-04-1989 normally no request of an employee for reversion who has accepted promotion to officer cadre in JMG Scale-I from clerical cadre are considered, as such, his case was not considered at the material time. It is stated that the contents of paragraph 10 are not relevant with the dispute and are denied and it is also denied that there was any assurance given by the Regional Manager to post him at a suitable branch near Calcutta. Regarding contents of paragraph 11 it is stated that the allegations are denied and it is stated that in terms of Regulation 47 of the Allahabad Bank Officers Service Regulation, 1979 every officer is liable for transfer to any office or branch of the Bank or to any place in India. It is stated that as per aforesaid provisions officers are subjected to transfer to any branch or office in India according to the needs and exigencies of the Bank which forms part of service conditions of officers employees of the Allahabad Bank and Shri Sharma being an officer of the Bank at the material time was guided by the aforesaid provisions. It is stated that as per the Government guidelines he was required to stay at his place of posting which he had violated and so far as his representation for reversion is concerned, it is a matter of record and it does not require any comment. It is stated that in terms of memorandum of settlement dated 22-04-1989 mere submission of representation for reversion does not entitle an officer to be reverted automatically and normally no such request is considered by the Bank. Regarding contents of paragraph 12 of the written statement it is stated that it is denied and the allegations are absolutely wrong and misleading. It is stated that no employee after his promotion from clerical cadre to officer cadre can seek reversion to the same place and in the same post which he was holding prior to his promotion as a matter of right which is bad in law and

also not provided in the memorandum of settlement dated 22-04-1989. So far as the contents of paragraphs 13, 14 and 15 are concerned, the same are also denied excepting for what is matter of record. It is stated that so far as the contents of paragraph 16 are concerned, same are also matter of record. It is stated that the Bank in response to Shri Sharma's specific representations dated 05-11-1994, 09-12-1994, 07-02-1995 and also the request of the union representatives of Allahabad Bank Workers Union on his behalf in I.R.M. meeting considered his request for his reversion from JMG Scale-I to the post of Clerk as a special case without creating any precedence and in its absolute discretion he was posted at Head Office Inspection Department as a Clerk with effect from 20-09-1995 as per specific order issued by the Bank incorporating all the conditions which he accepted unconditionally and joined his post on 20-09-1995 accordingly. It is stated that so far as the contents of paragraph 17 of the written statement are concerned, the same are denied as these are absolutely wrong and misleading. It is stated that the Bank considered the representation of Shri Sharma for reversion from officer grade to clerical cadre at the opportune time as a special case without creating any precedence and posted him as a Clerk in Calcutta as per his specific request which was communicated to him by the Regional Office, Midnapore vide letter dated 01-09-1995 and also on 18-09-1995 and finally by the Head Office by letter dated 20-09-1995 and workman did not raise any objection regarding the contents of the aforesaid letter and joined as Clerk as directed. So far as the contents of paragraph 18 are concerned, the same are also denied and are described as devoid of truth and misleading. It is stated that Shri Sharma was reverted to the post of Clerk as per his specific request. It is stated that in terms of request he appealed to the Bank to revert him to his earlier cadre, i.e., clerical cadre and he also agreed to forgo his special allowance, if his representation for reversion is considered. It is further stated as regards the financial loss on his reversion as stated by him is misleading and he himself requested for his reversion to the post of Clerk which does not attract special allowance. It is stated that the special allowance is payable only on discharging certain additional duties and functions illustrated in the industry level bipartite settlement, if entrusted to an employee by the Bank as per Bank's requirement, but no such duty was entrusted to him after reversion. It is stated that the workman was well aware that he would get less if he is reverted from the post of officer to that of a Clerk. It is also further stated that as re-

gards his permanent debarment, the offer of promotion from clerical cadre to JMG Scale-I was made to Shri B.K. Sharma in the year 1983 which he had refused and then when he was promoted again, he sought for reversion which amounted to denial of promotion and in this view of the matter his non-acceptance of promotion twice, he was debarred permanently and he is not eligible for further chance for promotion to JMG-I in terms of Chapter VII of the memorandum of settlement dated 22-04-1989 which also governs to service conditions of the employees of the Allahabad Bank and this fact was also communicated to him at the time of reversion and it was duly accepted by the workman concerned unconditionally. It is further stated that so far as the contents of paragraph 19 are concerned, the same are devoid of truth and misleading. The Bank has not acted in contravention of the memorandum of settlement dated 22-04-1989 and complied with the relevant provisions while disposing of his representation. Regarding paragraph 20 of the written statement, it is stated that the same are denied as wrong, baseless and misleading. It is stated that the reversion of the workman was made strictly as per his specific request as also the provisions down in the memorandum of settlement. It is stated that an employee cannot claim reversion as a matter of right and the Bank in its absolute discretion can consider such case and may accept or refuse such representation. So far as the contents of paragraph 21 are concerned, the same are also denied as misleading. It is stated that Shri Sharma himself admitted that he had received the salary for 20-09-1995 to 30-09-1995 on 21-10-1997 which was released to him immediately after receipt of specific claim and this payment was made well before the order of reference by the appropriate Government and so no dispute in this regard exists. Regarding contents of paragraph 22 it is stated that the same are denied as these are self-contradictory and misleading. It is stated that the management considered the representation of Shri Sharma regarding reversion at the appropriate time and it is quite natural that after reversion he will get less salary than what he was getting earlier. Regarding paragraph 23 it is stated that the contents are denied as the same are baseless. It is stated that the workman was paid salary, allowance etc. on receipt of representation and regarding paragraph 24 it is stated that the claims are denied as the same are wrong and devoid of truth. It is stated that his representation for reversion was considered by the Bank at the opportune time and his grievances were redressed. Regarding the contents of paragraph 25 it is stated that the same are denied as wrong and misleading. It is stated that although the representation of Shri Sharma for reversion was accepted by the Bank, with ulterior motive and in order to get some undue advantage he started

raising unnecessary and improper claims and started making vexatious allegations which is highly undesirable. Regarding contents of paragraphs 26 and 27, the same have been denied save and except the provisions of the rules and guidelines of the Bank and ultimately it has been stated that in the circumstances it becomes clear that the workman is not entitled to any kind of relief sought by him and the reference be decided accordingly.

5. The peculiar feature in this case is that the dispute was raised on behalf of the workman by the Allahabad Bank Indian Staff Association and the written statement was also filed by the same union, but subsequently, since the workman has changed his allegiance to a different union named as Allahabad Bank Staff Union, the said union was allowed to represent him in course of hearing by order dated 24-11-2000.

6. Both the parties have adduced evidence, oral as well as documentary in support of their respective stands. So far as the documents are concerned, altogether 46 documents have been marked and admitted into evidence on behalf of the union and 11 documents have been marked on behalf of the management. Ext.W-1 is the letter by which the workman concerned was promoted and he was directed to report on duty at Zonal Office, Kharagpur for receiving further posting instruction. Ext. W-2 is an enclosure to circular No. 3585 dated 23-11-93 in which the names of the persons promoted have been mentioned which includes the name of the concerned workman at Serial No. 6. Ext. W-3 is the letter of the Regional Manager, Midnapore to the workman concerned dated 31-01-1994 by which the posting of the workman was decided and he was informed that his services were to be utilised at Amlasuli Branch as Officer with effect from 01-02-1994. Ext.W-4 has been marked by mistake again as it is the duplicate of Ext.W-1. Ext.W-5 is the letter by the Manager of Walesly Street Branch to the workman concerned. It is dated 22-01-1994 by which the workman was informed the he was promoted and he was released to join at Zonal Office, Kharagpur on 31-01-1994. Ext.W-6 is the posting order of the workman concerned issued by the Chief Manager of the Kharagpur Zonal Office regarding direction to him to report at Regional office, Midnapore for further posting. Ext.W-7 is the letter issued by the Regional Manager to the workman concerned on 18-02-1994 by which he was directed to take charge of one A. Soren an officer of the Regional Office who died all on a sudden. Ext.W-8 is the letter issued by the Manager of

Amlasuli Branch to the workman concerned for taking over charge of Jirapara Branch on 10-03-1994. Ext.W-9 is the letter of the Manager, Jirapara Branch to the workman concerned releasing him from duty at that place. Ext.W-10 is the letter sent by the workman concerned to the Assistant Manager, Kharagpur Zone requesting for his reversion to his original post. Ext.W-11 is also a letter written by the workman concerned on 04-04-1994 to the Regional Office, Midnapore expressing his difficulties in working at his place of posting. Ext. W-12 is the letter of the Regional Manager, Midnapore to the workman concerned transferring and posting him at Durlavganj Branch from his posting at Amlasuli Branch. It is dated 26-04-1994. Ext.W-13 is the letter of the Regional Manager, Midnapore to the Manager of Durlavganj Branch directing him to report to Amlasuli Branch on deputation. Ext. W-14 is also letter from the Regional Manager to the Manager, Amlasuli Branch asking him to relieve the workman concerned to join his new place of posting. Ext.W-15 is the reminder to the Assistant General Manager, Kharagpur Zone by the workman concerned reminding about his prayer for reversion. Ext. W-16 is the letter sent by the workman concerned to the General Manager, Allahabad Bank by way of reminder to his request for reversion. Ext.W-17 is also the letter of the workman concerned which is dated 14-07-1994 requesting him not to declare the vacancy of his previous place of posting. Ext. W-18 is the letter from the workman concerned to the Regional Office, South which is dated 15-07-1994. It is also a request for not declaring the vacancy of his previous place of posting. Ext.W-19 is a letter of the Manager, Durlavganj Branch to the officer concerned regarding his deputation at Amlasuli Branch. Ext. W-20 is the letter from the Manager of the Head Office to the officer concerned relieving him to join at his original place of posting at Durlavganj. It is stated 06-10-1994. Ext.W-21 is the letter dated 10-10-1994 by the Manager of Durlavganj Branch to the officer concerned relieving him from duty to join his place of posting. Ext.W-22 is the letter of the Manager of Durlavganj Branch dated 20-10-1994 to the workman concerned informing that his request for reversion was not accepted by the management of the Bank. Ext.W-23 is the letter of the workman concerned dated 05-11-1994 addressed to the Assistant General Manager, Kharagpur Zone for reconsidering his reversion prayer in which he stated that he was willing to give up his special allowance and wanted to be reverted to the clerical cadre where he could efficiently serve. Ext.W-24 is the letter of the Manager of Durlavganj Branch addressed to the workman concerned which is dated 15-11-1994 by which he was asked to join a training programme from 05-12-1994

to 24-12-94. Ext.W-25 is the letter of the workman concerned to the Manager Durlavganj Branch informing him that he was unable to join the training programme. Ext.W-26 is the letter from the Manager of Durlavganj Branch to the Regional Manager, Midnapore regarding relieving of the workman concerned, but the workman concerned was not available for being relieved. Ext.W-27 is the letter addressed by the workman concerned to the General Manager (Personnel & Administration) of the Bank on 09-12-1994 requesting him to issue an early order for his reversion as prayer earlier by him. Ext.W-28 is the letter of the workman concerned addressed to the General Manager (Personnel & Administration) dated 11-01-1995 making a prayer for his reversion to an early date. Ext.W-29 is the letter of the workman concerned addressed to the General Manager (Personnel & Administration) dated 07-02-1995 requesting for his reversion in which he also stated that he was not to claim any benefit entitled to the officer cadre on consideration of his reversion. Ext.W-30 is the letter of the Regional Manager of the Regional Office, Midnapore addressed to the Manager, Durlavganj Branch which is dated 07-02-1995 in which it is stated that he should advise and counsel the workman concerned that he can overcome the difficulties faced by him in discharge of his duty as an officer. Ext.W-31 is the letter of the Manager of Durlavganj Branch to the workman concerned informing him that his prayer for reversion was allowed by the management and it was stated that he will be posted as a Clerk at the Head Office and he will be permanently debarred from participating in the future promotion process and he was also to refund the travelling expenses etc. received by him on his posting on promotion as Officer. Ext.W-32 is the letter of the Manager of Durlavganj Branch to the workman concerned dated 18-09-1995 which is the relieving order of the workman. Ext.W-33 is the letter of the Chief Manager (P&A) addressed to the workman concerned on 20-09-1995 setting out the conditions on which his prayer for reversion was allowed. Ext.W-34 is the letter of the workman concerned to the General Manager (Personnel) of the Bank at Head Office by way of appeal regarding his posting in the Inspection Dept. as a clerk, in which he emphasised that he should either be reverted to the post of Special Assistant or revalidation of his promoted category. Ext.W-35 is the letter of the Chief Manager, Inspection Department to the workman concerned regarding his reversion and posting as a Clerk. Ext.W-36 is the letter of the Chief Manager (P&A) to the Chief Manager (Inspection) conveying that the request of the workman concerned regarding reconsideration of his reversion and posting was refused. Ext.W-37 is the letter of the Senior

Manager (Inspection) to the workman concerned informing him that his request for revision of the reversion order was refused. It is dated 22-04-1996. Ext.W-38 is the letter addressed by the workman concerned to the Chairman & Managing Director making a representation for revision of his reversion order. Ext.W-39 is the letter by the Chief Manager (Inspection) to the workman concerned in which it was stated that his reversion to the post of Clerk was taken by the competent authority as a very special case at his own request wherein he had expressed his willingness to forgo the special allowance he was drawing immediately prior to his promotion to JMG Scale I. It is also further stated that as regards payment of salary etc. relating to his previous posting under Regional Office, Midnapore, the matter was being taken up with the controlling officer concerned by the Administrative Department for necessary disposal at the earliest. Ext.W 40 is the appeal of the workman concerned to the Chairman & Managing Director complaining against his reversion to the post of Clerk and his grievances in this connection. Ext.W 41 is the letter of the workman concerned again addressed to the Chairman & Managing Director of the Bank regarding his reversion. It is dated 6th December, 1996. Ext.W 42 is a letter of the General Secretary of the Allahabad Bank Indian Staff Association dated 17-12-1996 to the Chairman & Managing Director of the Bank requesting him to redress the grievances of the workman concerned. Ext.W 43 is the letter of the Assistant General Manager (P&A) dated 03-01-97 addressed to the workman concerned asking him not to raise objection and file repeated representations in the matter of his reversion and he was advised restrains. Ext. W-44 is the order regarding payment of arrear salary to the workman concerned by the Chief Manager of the Bank. Ext. W-45 is the extract of the First Bipartite Settlement and Ext. W-46 is also another extract of the part of the aforesaid settlement.

7. On the other hand, Ext. M-1 is the order of promotion of the workman concerned, which has been marked Ext. W-1. Ext. W-2 is the letter of the workman addressed to the Assistant General Manager on 05-11-1994 requesting him that he should be reverted from his post of officer, in which he stated that he was willing to give-up his special allowance and wanted to be reverted to the clerical cadre. Ext. M-3 is the letter of the workman concerned to the General Manager of the Bank dated 09-12-1994 making a request for reversion to his original grade. Ext. M-4 is the letter of the workman concerned to the General Manager (P&A) dated 07-12-1995 in which he made a request to consider his prayer for reversion on social ground.

Ext. M-5 is the letter of the Regional Manager to the Manager, Durlavganj Branch informing him that he should advise the concerned workman that he should overcome his difficulties in discharging his duty as an officer. Ext. M-6 is the letter of the Deputy General Manager to the General Manager (P & A) regarding follow-up of the special meeting of the I.R.M. meeting dated 21-02-1995. In this letter in Paragraph 3 it is mentioned that the matter of reversion of the workman concerned to clerical grade was also considered and the Union representatives requested the management to consider reversion of the workman as a very special case in view of his suffering and indisposition in functioning as officer. They also stated that Shri Sharma was ready to work as a clerical cadre without any allowance enjoyed earlier before his promotion. Ext. W-7 is the letter of the Manager of Durlavganj Branch to the workman concerned conveying him the decision of his reversion as a very special case giving out the conditions. Ext. M-8 is the letter of the workman concerned to the Assistant General Manager (Personnel) making a prayer that he should be allowed to join his duty in the clerical cadre on the undertaking that he shall produce the transfer order as and when received. Ext. M-9 is the letter of the Manager of Durlavganj Branch to the workman concerned conveying the decision of the management to revert him to the clerical cadre as a very special case without creating any precedence and he was ordered to be posted at Head Office, Calcutta as a Clerk. Ext. M-10 is the letter of the Chief Manager (P & A) to the workman concerned which is dated 20-09-1995 informing him that his request for reversion was allowed with certain conditions. Ext. M-11 is the letter from the Chief Manager (Inspection) to the workman regarding his representation dated 21-05-1996. This letter is dated 13-07-1996. It is stated in the letter that the decision of the management to revert him from the officer JMG Scale-I to the post of Clerk was taken by the competent authority as a very special case at his own request in which he had expressed his willingness to forgo the special allowance being drawn by him prior to his promotion. It was also stated in the letter that regarding payment of salary etc. relating to his previous posting under Regional Office, Midnapore, the matter was being taken-up with the controlling officer concerned by the Administrative Department. One extract of the settlement has also been filed in which the matter of reversion has been dealt with in paragraph 4 and it has been made clear that ordinarily no request of an employee who had accepted offer of

promotion from sub-staff cadre or clerical cadre should be allowed, but if no such request is made by the employee and the reversion is made, then his posting to the previous post which he was occupying immediately prior to his promotion will be considered. A copy of the circular dated 24-07-1995 has also been filed in which duties of a Special Assistant have been described and it has been mentioned that the person who is directed to perform such duty was entitled to special allowance.

8. So far as the oral evidence is concerned, the workman concerned himself has been examined as WW-1. He stated that he joined as a Clerk on 27th May, 1970 at Gariahat Branch and later he got higher assignment of Special Assistant in March, 1981. Further, he stated that on 31st January, 1994 he was promoted as JMG Officer, Scale-I. He also pointed out to his appointment letter, Ext. W-1, which is also Ext. M-1. He also pointed out towards the list of candidates who got promotion vide Ex. W-2. He also testified to the letter by which he was posted at Amlasuli Branch which is Ext. W-3. He further stated that last of all he was posted at Durlavganj Branch under Midnapore Regional Office, which is a place 29 Kilometers nearer Calcutta than Amlasuli. He also stated that he had filed representation from Amlasuli Branch for reversion to the post of Special Assistant. Further, he stated that when he made such representation, he was persuaded by the officers of the Branch not to press his application and he did not press the application. He further stated that at Amlasuli there was paucity of accommodation and he felt difficulty. He also stated that he had difficulty in vegetarian meal there and he used to live alone there, leaving his family at Calcutta. He also stated that from time to time he used to be deputed to some other branch also. He also stated that at Durlavganj Branch also he filed a representation for reversion on 6th July, 1994 because his difficulties continued. He also wrote a letter to the Regional Office, South Calcutta and Walesly Street Branch not to fill up the vacancy created by his promotion. He further stated that on 20th October, 1994 he received a letter from the Branch Manager concerned that his request was not acceded to. Then again, he filed a representation as he was feeling inconvenience. This representation he filed on 5th November, 1994. He stated that in this representation he also mentioned that he was prepared to forgo his special allowance and thereafter he received a reply on 7th February, 1995 that his demand was not acceded. Then again, he filed a representation on 07-02-1995.

to the general Manager, Calcutta making a request that his prayer for reversion be accepted as he was in great distress and was not in a position to go to office and on 1st September, 1995 he was intimated that his request was accepted. He has stated that the rule of reversion is that the person who is reverted is posted on the same post from which he was promoted and he further stated that after his reversion he was posted as a Clerk in the Inspection Department at Head Office, Calcutta. So, he was not granted special allowance of Special Assistant. He also stated that for sometime he discharged duties of an officer, G.R. Bhunia who was a Scale-I Officer and was transferred and thereafter again he started working on the post on which he was earlier posted. He stated that after joining he wrote several letters to the management for grant of special allowance of Special Assistant, but he did not receive any reply in this regard and then contacted his union, which took up his cause and the dispute was raised. Ultimately, he has stated that he has prayed for restoration of his special allowance and also for posting at convenient branch at Calcutta. He has also stated that he has prayed for arrear of special allowance with effect from the date of his reversion and also for grant of his loss suffered due to loss of encashable leave during the period. He has also prayed for payment of remuneration for the work done for an officer of Scale-I level and for recovery of loss in payment of his due salary. In his cross-examination, he has stated that he is not aware of the provisions of Clause 47 of Allahabad Bank Officers Regulations governing the service conditions of the officers. He has, however, admitted that the service of an officer is transferable on all India basis. He also admitted that some other officers also used to work at Amlasuli Branch and Durlavganj Branch when he worked there. However, he has also admitted that allowing the prayer of reversion is the discretion of the management and he had received the letter of reversion also which he has filed. He has also admitted that he is aware of the terms and conditions mentioned in the reversion order and he joined on 20th September, 1995 on reversion. Further, he has stated that when he was made a Special Assistant it was without any interview or examination and presently it is done on the basis of interview and selection. He also further stated that his salary for the period from 20th September, 1995 to 30th September, 1995 was paid to him after 2 years and he admitted that he was not being paid on the ground that his leave account was not available. He has further admitted that the person who

holds the post of permanent Special Assistant is entitled to special allowance on holding the post and other persons who officiate get it only on assignment of some more job. So far as his claim regarding work in place of an officer, Mr. Bhunia is concerned, he has stated that he was never given any written instruction in this connection. He has also further stated that in 1984 also he had received offer of promotion as officer and he had refused. He further stated that there is a provision in the Regulation that on reversion a person has to refund the amount received at the time of joining on promotion. He has further stated that he was not asked to refund the same and, therefore, he has not refunded it. He has stated that there are certain provisions regarding service matters in the bipartite settlement and his promotion is also guided by this settlement.

9. On the other hand, MW-1, Partha Deb Dutta has been examined on behalf of the management. He has stated that at the relevant time he was posted in the Promotion Cell at Head Quarters. He has stated that the workman concerned was repeatedly insisting for his reversion when he was transferred and, therefore, the management upon consideration of his prayer reverted him. According to him no other person was reverted during his tenure. He also stated that the workman concerned did not raise any objection at any point of time regarding his reversion. He also stated that the union had also supported the cause of Shri Sharma regarding reversion before the Industrial Relations Machinery in writing which is contained in the proceeding, Ext. M-7. He has also stated that in no circumstance, a Clerk can be entrusted to do the job of an officer. He also stated that the workman had accepted the order of reversion without any reservation and a person refusing promotion twice can be debarred from promotion permanently in terms of memorandum of settlement dated 22-04-1989. He has stated that in terms of settlement the person concerned is bound to return the D.A., T.A. etc. payable in course of promotion and posting, but Mr. Sharma did not do it. He has stated in his cross-examination that a person on reversion must be reverted to the same post which he was holding before promotion and in this case the workman concerned was reverted to the post of Clerk and not to the post of Special Assistant as per his demand.

10. In this connection, it is important to note that it becomes clear from the evidence that when the prayer for reversion made by the workman concerned after his promotion and posting at a far away place was not being considered by the management and once it was refused also, the workman concerned in

his representation dated 05-11-1994 clearly stated that he was willing to give up claim of his special allowance and wanted to be reverted to clerical grade and thereafter the prayer for reversion was allowed. It also appears from the letter of the Manager of Durlavganj Branch dated 01-09-95 that the prayer of reversion of the workman concerned was allowed by the management subject to the conditions that he will be posted as a Clerk on reversion from the officers' grade and the special allowance available to him prior to his promotion shall stand withdrawn as he had already expressed his willingness to this effect. It was also stated that he will be permanently debarred from participating in future promotion process and that he was also required to refund the travelling allowance etc. received by him on his transfer and posting on promotion.

11. It appears that in the bipartite settlement in paragraph 5.9 it has been mentioned that a workman will be entitled to special allowance only so long as he is in charge of such work or the performance of such duties which attract such allowance. It is further stated that whether a workman can be asked to cease to do such work or discharge such duties and consequently cease to draw such allowance will depend upon the terms of his employment. For instance, a workman who is employed permanently as Head Clerk or Stenographer cannot be deprived of his special allowance by asking him to work as an ordinary Clerk or asking him not to work as Head Clerk or Stenographer. However, if a recipient of special allowance wants to give up the work or duties which entitled to the special allowance, he shall, if his request is granted, cease to draw the special allowance. It is also stated in paragraph 5.10 that the special allowance would continue to be drawn by a permanent incumbent while on leave and the workman who is asked to work temporarily in a post carrying special allowance would be entitled to such special allowance pro-rata for such period during which he occupied that post. It is obvious in the present case that the workman has not produced any material to show that he had got permanent post or was promoted to the post carrying special allowance as a Special Assistant. So, he was working as a Special Assistant on temporary basis and he was getting special allowance in lieu of his working as Special Assistant and if he was posted as a Clerk without having the responsibility of Special Assistant, he was not entitled to receive special allowance only because earlier he was receiving it.

12. So far as his reversion is concerned, it leaves no doubt that it was on the persistent insistence of the workman concerned himself that his reversion to the clerical grade was allowed as a special case

without any precedence, which was the absolute discretion of the management as admitted by the workman himself. In terms of the rules of reversion the workman has to return his Travelling Expenses etc. he received at the time of his transfer on promotion, and accordingly, this order was passed. So far as debarring him from taking part in future in promotion process is concerned, it has also been done in accordance with the provisions of the settlement itself, according to which if a person refuses the offer of promotion twice, he shall be debarred. Admittedly, according to the workman himself as WW-1 he had earlier refused a promotion in 1984 and on this occasion, even after getting promotion, he refused to continue on that post and preferred to be reverted to the clerical grade and, accordingly, it was allowed. So, it amounts to refusal of promotion and, therefore, the management cannot be said to be unjustified in debarring him from participating in promotion process in future.

13. It becomes clear that the workman concerned prior to his promotion, though he was working as Special Assistant and getting special allowance, happened to be basically a man of the clerical grade. Had he been promoted to Special Assistant in regular course, the question of his being deprived from receiving special allowance did not arise but admittedly, he has stated that neither he appeared in any interview, nor there was any examination for his being given the assignment of Special Assistant. So it was a clear case that temporarily he was given the work of Special Assistant for which he was getting special allowance. The rule in this regard is that if a person is reverted from the officer grade to the lower grade, he should get the post which he was holding prior to his promotion and on that analogy the union has contended that the workman should have been given the post of Special Assistant on which post he was working prior to his promotion. But, this analogy in the present case does not hold good, because it is clear that the workman concerned happened to be a Clerk, though temporarily working as Special Assistant and getting special allowance. Moreover, so far as his claim to get special allowance is concerned, he himself offered while making a request for reversion that he was prepared to forgo special allowance also in case his prayer is allowed. In this view of the matter, if the management decided to revert him as a special case considering his difficulties and as supported by the union also in the meeting of I.R.M. to the post of a Clerk, there was nothing wrong in it, because the workman concerned basically happened to be a Clerk and he had no claim to the post of Special Assistant. Accordingly, the decision of the management that on reversion from officer grade the workman shall be posted as a Clerk without getting any special allowance and that he

will refund the Travelling expenses etc. received by him at the time of his promotion, was not wrong. Similarly, according to the rules if he had refused promotion twice, he could be debarred permanently from claiming promotion and the order was accordingly passed. So, none of these three terms given in his order of reversion appear to be either improper, unjust or illegal. So far as the claim of delay in payment of the workman is concerned, it becomes clear from his own admission in cross examination that his payment was delayed because his leave account was not available and, ultimately, it was paid, and it was paid prior to the present reference. So, this dispute did not exist at the time of reference itself.

14. In this view of the matter, it becomes clear that none of the claims put forward on behalf of the workman by the union appears to have any merit and strength. The workman concerned does not appear to be entitled to any kind of relief what-so-ever. The reference is accordingly decided.

Dated : Kolkata,

The 14th January, 2003.

B. P. SHARMA, Presiding Officer

नई दिल्ली, 5 फरवरी, 2003

का.आ. 725:— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक ऑफ इंडिया के प्रबंधन के संबंध निधोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण-कम-लेबर कोर्ट, उदयपुर के पंचाट (संदर्भ संख्या आई.डी. नं. 8/97) को प्रकाशित करती है, जो केन्द्रीय सरकार को 05-02-2003 को प्राप्त हुआ था।

[सं. एल-12012/62/96-आई.आर. (बी-1)]
अजय कुमार, डेस्क अधिकारी

New Delhi, the 5th February, 2003

S.O. 725.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (I.D. No. 8/97) of the Industrial Tribunal/Labour Court, Udaipur now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of State Bank of India and their workman, which was received by the Central Government on 5-2-2003.

[No. L-12012/62/96-IR(B-I)]
AJAY KUMAR, Desk Officer

अनुबंध

न्यायालय: न्यायाधीश, औद्योगिक विवाद अधिकरण एवं श्रम न्यायालय, उदयपुर

पीठासीन अधिकारी श्री एल.डी. शर्मा, आर.एच. जे. एस.
औद्योगिक विवाद संख्या 8/97

बद्रीलाल पुत्र रामचन्द्र काबरा, निवासी कुम्भानगर के-4 हाऊसिंग बोर्ड चित्तोड़गढ़

-----प्रार्थी

बनाम

स्टेट बैंक ऑफ इंडिया जरिये प्रबंधक स्टेट बैंक ऑफ इंडिया शाखा चित्तोड़गढ़

-----विपक्षी

उपस्थित :

श्री रमेशचंदाणी : प्रार्थी की ओर से

श्री नरेंद्र नहर : विपक्षी की ओर से

पंचाट दिनांक 3-12-2002

भारत सरकार के श्रम विभाग द्वारा जरिये पत्र क्रमांक एल.-12012/62/96-आई.आर. (बी.-I) दि. 16-7-97 द्वारा निम्न आशय का प्रसंग इस न्यायालय को निर्णय हेतु प्रेषित किया गया।

"Whether Shri Badri Lal S/o Ramchandra Kumbha Nagar Chittorgarh was an agency by contract or he was a employee of Bank of India Branch Chittorgarh? If he had held to be an employee of the bank management, whether the action of the management of SBI in terminating the services of Shri Badri Lal Kabra is legal and justified? If not to what relief Shri Badri Lal Kabra is entitled to?"

उक्त आशय का प्रसंग प्राप्त होने पर न्यायालय द्वारा दिनांक 21-8-97 को दर्ज रजि. किया जाकर पक्षकारान की नोटिस जारी किये गये जिस पर प्रार्थी की ओर से क्लेम व विपक्षी की ओर से जवाब पेश किया गया।

संक्षेप में प्रार्थना पत्र के तथ्य इस प्रकार है कि विपक्षी नियोजक ने प्रार्थी को अपने अधिनस्थ "जनता डिपोजिट कलेक्टर" के पद पर निश्चित शर्तों पर ग्राम जनता से धनराशि एकत्र कर खाते खोलने व एकत्रित धनराशि को बैंक में जमा कराने के कार्य के लिये दि. 17-7-80 को नियोजित किया। प्रार्थी जो भी धनराशि विपक्षी बैंक के लिये एकत्र करता था, उस पर बैंक द्वारा देय व्याज राशि न्यूनतम होती थी तथा बैंक इस न्यूनतम दर से अधिक व्याज पर प्राप्त की गई धनराशि का उपयोग व्यवसायिक रूप से अधिक व्याज दर पर कृण आदि की सुविधा देकर इसका उपयोग करता था। प्रार्थी द्वारा जिन व्यक्तियों से धनराशि विपक्षी बैंक की योजना एवं शर्तानुसार एकत्र की जाती थी, उनके लिये विधिवत बैंक खाता खोलने से लगाकर खातेदार को पास बुक देने, प्राप्त मुदा राशि का पृष्ठानक

पास बुक में करने, बैंक की ओर से रसीद एवं पास बुक के अभिलेख तथा समय जमा कराने आदि सभी कार्य प्रार्थी को विपक्षी के आदेशानुसार एवं नियोजन की शर्तानुसार करने पड़ते थे। प्रार्थी को अपने नियोजित कार्य को पूरा करने हेतु प्रतिदिन उपस्थिति देनी आवश्यक थी। अनुपस्थिति के बारे में विपक्षी नियोजक की पूर्ण स्वीकृति लेने एवं बैंक-त्पिक व्यवस्था करने एकत्रित धनराशि बैंक में जमा कराने आदि सभी कार्यों पर विपक्षी नियोजक का नियंत्रण एवं अधिकार था। किसी अन्य बैंकिंग संस्था का कार्य करना निषेध था। प्रार्थी के नियोजन एवं कार्यों के संबंध में विपक्षी ने एक एग्रीमेंट भी निष्पादित किया जिसमें प्रार्थी के नियोजन एवं विपक्षी के लिये कलेक्शन खाते खोलने से संबंधित प्रावधानों व शर्तों का समावेश किया हुआ है। प्रार्थी ने नियमित रूप में मो. वर्ष तक पूर्ण निष्ठा के साथ सकलतापूर्वक पूरा किया है। प्रार्थी विपक्षी बैंक का नियोजित कर्मचारी है। विपक्षी ने औ. वि. अधि. की धारा 25 में प्रदत्त आदेशात्मक प्रावधानों की पालना किये बिना प्रार्थी की नियमित सेवाओं को दिनांक 11-8-89 से समाप्त कर दिया है तत्समय प्रार्थी को अपने नियोजित कार्य का पारिश्रमिक 5400 रु. प्रति-माह विपक्षी द्वारा दिया जाता था। प्रार्थी की सेवा समाप्ति धारा 25 औ. वि. अधि. के प्रावधानों की पालना नहीं किये जाने से अवैध व शून्य है। अतः प्रार्थी अपने पद पर समस्त लाभों सहित पुनः पदस्थापित होने का अधिकारी है। अतः समस्त लाभों सहित पुनः पदस्थापित किया जावे।

विपक्षी ने अपने जवाब में यह उल्लिखित किया है कि विपक्षी ने प्रार्थी को कभी भी अपने संस्थान में नियोजित नहीं किया। विपक्षी बैंक ने प्रार्थी स्वयं के अनुरोध पर जनता डिपोजिट स्कीम क्रियान्वयन किये जाने हेतु प्रार्थी को "पब्लिसिटी कम कलेक्शन रिप्रेजेंटेटिव" एग्रीमेंट दिनांक 17-7-80 के माध्यम से बनाया। प्रार्थी ने एग्रीमेंट दि. 17-7-80 की शर्तों के अधीन जनता डिपोजिट कलेक्टर का कार्य करना स्वीकार कर एग्रीमेंट निष्पादित किया। शर्तों के अनुसार प्रार्थी को जमाधारियों से जनता जमा योजना के अन्तर्गत रकम प्राप्त करना, पास बुक देना, रकम का पृष्ठांकन करना, रसीद देना, रसीद पर जमाकर्ता के हस्ताक्षर प्राप्त करना तथा जमाशुदा रकम का सत्यापन विपक्षी बैंक द्वारा किया जाता आवश्यक था। प्रार्थी ने इस कार्य का निष्पादन करार की शर्तों के अनुसार किया। इस कार्य के निष्पादन से प्रार्थी किसी भी प्रकार के कामगार की परिभाषा में नहीं आता है। एग्रीमेंट दि. 17-7-80 के अनुसार प्रार्थी को जनता डिपोजिट योजना के अन्तर्गत कार्य करना आवश्यक था। यह कार्य नहीं किये जाने पर प्रार्थी विपक्षी बैंक से किसी भी प्रकार से कमोशन की राशि प्राप्त करने हेतु अधिकारी नहीं ठहरता था। प्रार्थी द्वारा यह कार्य प्रत्येक जमाकर्ता, खातेदार के समक्ष उपस्थित होकर जमा रसीद तथा पास बुक में प्रविष्टियां देना होकर हस्ताक्षर प्राप्त करना था। इस प्रकार प्रार्थी का यह कार्य विपक्षी बैंक के

लिपिकिए कार्य की परिभाषा में नहीं आता है। प्रार्थी विपक्षी बैंक का नियोजित कर्मचारी नहीं था क्योंकि प्रार्थी का यह कार्य उसकी स्वयं की तथा बैंक की विश्वसनीयता जनता जमाकर्ता में बनाये रखने हेतु किया जाना आवश्यक होने से किया गया। विपक्षी बैंक द्वारा प्रार्थी को कमोशन राशि का ही भुगतान किया गया प्रार्थी को कभी भी पारिश्रमिक अथवा वेतन का भुगतान नहीं किया गया। प्रार्थी ने विपक्षी बैंक को धोखा देकर अपना अधिक से अधिक लाभ अर्जित करने की दृष्टि से कार्य किया। प्रार्थी ने बैंक हितों के विपरीत कार्य किया जिससे विपक्षी बैंक को यह योजना समाप्त करने का निर्णय लेना पड़ा। शर्तों के अनुसार प्रार्थी को जनता जमा योजना की एजेन्सी समाप्त की गई जिसका नोटिस विधिवत रूप से विपक्षी द्वारा प्रार्थी को दिया गया। प्रार्थी एवं विपक्षी के मध्य मालिक एवं कामगार के संबंध कभी भी नहीं रहे। प्रार्थी विपक्षी बैंक का नियोजक नहीं है। प्रार्थी को जमा योजना एजेन्सी 1989 में समाप्त कर दी गई। प्रार्थी का प्रकरण धारा 25 औ. वि. अधि. के अन्तर्गत नहीं आने से प्रार्थी विपक्षी से किसी प्रकार से पदस्थापित होने तथा समस्त लाभ प्राप्त करने का अधिकारी नहीं है। अतः क्लेम निरस्त किया जावे।

मैंने दोनों पक्षों को सुना व पत्रावली का आवलोकन किया। दोनों पक्षों ने अपने-अपने कथनों के समर्थन में अपने-अपने शपथ पत्र व दस्तावेजात प्रस्तुत किये। जो दस्तावेजात प्रस्तुत किये गये उसके आधार पर यह प्रमाणित होता है कि विपक्षी बैंक ने विनीड़ा नगर में जनता डिपोजिट स्कीम लागू की और इस स्कीम का उद्देश्य यह था कि आम जनता को अधिक से अधिक वचत के लिये प्रोत्साहित कर उनसे मोबिलाइज डिपोजिट प्राप्त को जा सके व विपक्षी बैंक ने प्रार्थी व अन्य लोगों को इस उद्देश्य हेतु पब्लिसिटी कम कलेक्शन रिप्रेजेंटेटिव नियुक्त किया व दोनों पक्षों के बीच दि. 17-7-89 को एक इकरार निष्पादित हुआ। प्रार्थी ने उस इकरार की शर्तों के अन्तर्गत अपने पद का काम करना शुरू किया। यह निर्विवाद है कि प्रार्थी को कोई मासिक या वार्षिक वेतन देय नहीं था बल्कि उसके द्वारा खातेदारों की बैंक में जमा कराई गई राशि पर केवल कमोशन देय था। यह भी निर्विवाद है कि बैंक की स्कीम स्याई नहीं थी बल्कि उसे कभी भी समाप्त किया जा सकता था और प्रार्थी का इकरार उसे तीन महीने का नोटिस देकर निरस्त किया जा सकता था। बैंक द्वारा प्रस्तुत दस्तावेजात से यह प्रमाणित हो जाता है कि उक्त स्कीम बाद में समाप्त कर दी गई व प्रार्थी को विपक्षी ने तीन माह का नोटिस देकर उसका पद समाप्त कर दिया। इस प्रकार प्रमाणित हो जाता है कि प्रार्थी बैंक का कर्मचारी नहीं था। बल्कि बैंक का जमाकर्ता अथवा एक एजेंट था। उसे कोई वेतन नहीं दिया जाता था। बल्कि जमा कराई गई राशि पर उसे कमोशन दिया जाता था जो जमा कराई गई राशि के अनुसार होता था व अनिश्चित था।

विद्वान वकील प्रार्थी ने राज, उच्च न्यायालय जोधपुर की एस.बी. सिविल रिट संख्या 2391/89 बंदीलाल बनाम युनियन आफ इण्डिया का अवलोकन कराया। जिसमें माननीय उच्च न्यायालय ने यह निर्णीत किया है कि प्रार्थी बैंक का मात्र एजेंट था तथा उसके व बैंक के बीच नियोजक या श्रमिक के संबंध नहीं थे। यह भी निर्णीत किया गया कि ऐसी एजेंसी के इकरार का स्पेशिक परफॉर्मंस नहीं किया जा सकता था। इसी प्रकार 2001 ए. आई. आर. एस. सी. 749 में इन्ही तथ्यों के आधार पर यह माना कि जमाकर्ता जिसे जमा कराई गई राशि पर कमिशन मिलता हो, को श्रमिक नहीं माना जा सकता और उसकी सेवा बैंक के नियमित कर्मचारी से अलग होने के कारण उसे बैंक की नियमित सेवा में लिया जाना अनिवार्य नहीं है।

अतः उपरोक्त प्रसंग का उत्तर इस प्रकार दिया जाता है कि प्रार्थी एक श्रमिक या बैंक का नियमित कर्मचारी नहीं था तथा योजना समाप्त हो जाने पर उसकी एजेंसी विधिवत नोटिस द्वारा निरस्त कर दी है, जो सही है। प्रार्थी कोई लाभ या राशि पाने का अधिकारी नहीं है। पंचाट प्रकाशनार्थ भारत सरकार को भेजा जाये।

पंचाट आज दिनांक 3-12-2002 को खुले न्यायालय में दिखाया जाकर मुनाश गया।

एल. डी. शर्मा, न्यायाधीश

नई दिल्ली, 7 फरवरी, 2003

का.आ. 726.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) को धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक ऑफ इंडिया के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण-कम-लेबर कोर्ट, हैदराबाद के पंचाट (संदर्भ संख्या आई. डी. नं. 260/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 06-02-2003 को प्राप्त हुआ था।

[सं. एल-12014/01/2003-आई आर (बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 7th February, 2003

S.O. 726.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (I.D. L.C.I.D. No. 260/2001) of the Central Government Industrial Tribunal/Labour Court, Hyderabad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of State Bank of India and their workman, which was received by the Central Government on 06-02-2003.

[No. L-12014/01/2003-IR(B-1)]

AJAY KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT HYDERABAD

PRESENT

SHRI E. ISMAIL, Presiding Officer

Dated the 16th day of December, 2002

INDUSTRIAL DISPUTE L.C.I.D. No. 260/2001
(Old I.D. No. 50/2000 Transferred from Labour
Court, Anantpur)

Between:

Sri M.C. Karunakar,
S/o Sri Yesuratnam,
H.No.MIG 78 A.P.H.B.,
Proddutur, Cuddapah,

....Petitioner

AND

The Assistant General Manager,
State Bank of India, Region IV,
Zonal Office, Cuddapah.

...Respondent

Appearances:

For the Petitioner : M/s. A.K. Jaya Prakash Rao,
K. Srinivasa Rao, M. Govind,
N. Sanjay and K. Ajay
Kumar, Advocates.

For the Respondent : M/s. B.G. Ravindra Reddy,
S. Prabhakar Reddy, Sri-
nivasulu and B.V. Chandra
Sekhar, Advocates

AWARD

This case I.D. No. 50/2000 is transferred from Labour Court, Anantpur in view of the Government of India, Ministry of Labour's order No. H-11026/1/2001-IR(C-II) dated 18-10-2001 and renumbered in this Court as L.C.I.D. No. 260/2001. This is a case taken under Sec. 2A(2) of the I.D. Act, 1947 in view of the judgment of the Hon'ble High Court of Andhra Pradesh reported in W.P.No.8395 of 1989 dated 3-8-1995 between Sri U. Chinnappa and M/s. Cotton Corporation of India and two others.

2. Brief averments of the petition are : That the Petitioner was appointed as clerk-cum-cashier in the Respondent bank on 5-3-86 and posted to work at Chikamkur in Cuddapah District. He has put in unblemished record of service till he was illegally dismissed from service by order dated 22-2-97. While imposing the capital punishment the Respondent has not taken into consideration the past conduct and quantum of

punishment to be imposed on the Petitioner. The punishment imposed is strikingly disproportionate with gravity of charge. That the Petitioner while he worked as Assistant (Accounts & Cash) at Chilamkur Branch he was issued with a charge sheet alleged that he has submitted false caste certificate of the Tahasildar, Proddutur dated 19-10-84 and 23-1-85 that the Petitioner belong to "Adi Andhra" a schedule caste but actually the Petitioner belongs to Christian community, thus gained entry into the bank under the quota reserved for scheduled caste. This Petitioner submitted his detailed explanation that the Tahasildar after conducting enquiry and verifying the Revenue records issued the certificate and the said certificate was not cancelled till this day by any competent authority. The certificate issued by the Tahasildar was based on the verification of the report and records. The Respondent has failed to produce any evidence to substantiate allegations levelled in the charge sheet. The Petitioner submits that the said Tahasildar was not examined nor the said Tahasildar gave any statement denying the issuance of the certificate to the Petitioner. That the allegation is vague and unsustainable in law. The Petitioner submits that the Respondent has not considered the explanation objectively but proceeded with closed mind and on mere suspicion dismissed the Petitioner from service. The Petitioner submits that the order of dismissal is illegal, unjust, contrary to law and in violation of principles of natural justice. The Respondent without considering the explanation ordered for an enquiry and a stage managed enquiry was conducted wherein the Petitioner was denied reasonable opportunity to participate in the enquiry. The Petitioner further submits that the Respondent proceeded on the footing as if it is for the Petitioner to disprove charge levelled in the charge sheet.

3. Before the Enquiry Officer, the Respondent examined the Branch Manager and Junior Assistant of the Collector's office. No document or order cancelling the certificate issued by the Tahasildar was produced to establish the charge. The Petitioner submits curiously the enquiry officer submitted a report holding the Petitioner guilty of the charge. The findings of the Enquiry Officer are perverse. The Petitioner, however, submits that the action of the Respondent passing an order of dismissal is illegal and invalid as the certificate of the Petitioner was not cancelled by following due process of law as held by the Supreme Court reports in 1999 SCC and LIS, page 613. Petitioner reiterates that he belongs to 'Adi Andhra' which is a Scheduled Caste. Hence, he may be reinstated into service with all back wages.

4. A counter was filed stating that the petition is not maintainable either under law or on facts. The

Petition itself is premature and untenable. As he has not exhausted the alternative remedy or preferred an appeal to the Appellate Authority vide paragraph 521 (12) of Sastry Award read with para 18.28 of the Desai Award as also the subsequent Bipartite Settlement entered into from time to time. The cause of action is barred by limitation. He also challenged the power of the Court under Sec. 2A(2) which need not be repeated here for the simple reason that in view of the Judgement of the Division Bench of Hon'ble High Court referred supra this Court has jurisdiction. The Petitioner was selected and appointed as Clerk-cum-Cashier on 5-3-86 under the quota reserved for SC/ST and he was posted at their Chilamkur Branch in Cuddapah District. All other allegations are wholly baseless, misconceived and are devoid of merits. The Petitioner actually belongs to Indian Christian community which comes under OC Category. His certificate by the Collector and District Magistrate per proceedings D. Dis 7182/90 dated 30-4-94. Thus, apart from illegally gaining entry into the bank under SC quota the Petitioner has deprived the legitimate right of genuine SC candidate. The fact of a false certificate was brought to the notice of the Branch Manager during April, 1990. Preliminary enquiry was conducted and basing on that a regular enquiry was conducted and Petitioner was dismissed. It is clearly laid down if a person claims to be SC if he profess either the Hindu or Sikh religion. The Petitioner admittedly is professing Christianity. Hence, he was served with a charge sheet dated 19-5-94 and ultimately he was dismissed after conducting a regular enquiry. The Enquiry Officer has correctly appreciated evidence. The certificate of Tahasildar is in contravention of the instructions and guidelines issued by the Government of India in that regard. As such the said certificates are nonest and have no validity and sanctity in the eye of law. Further a letter is written by the District Collector specifically stating that the Petitioner belongs to the community of an Indian Christian which is not a Scheduled Caste. This clearly amounts to revocation of the certificate by implication of law and rendering the same invalid and nonest in the eye of law. Any separate proceedings are required for cancelling the certificate issued by the Tahasildar that the claimant did not dispute the veracity or validity of the proceedings of the District Collector declaring the Petitioner to be belonging to forward caste. As such it cannot be gain said that the caste certificate produced was invalid and nonest in the eye of law. Consequently, the employment obtained on such certificate is liable for termination. The punishment is not at all disproportionate.

5. Arguments were heard on the validity of domestic enquiry and this Court has held by its detailed order dated 29-7-2002 that the domestic enquiry held is valid. Actually the arguments should have been advanced only on the validity of domestic enquiry. But, the Learned Counsel argued that the quantum of punishment is also excessive. He also argued that there is a technical flaw because the certificate issued by the Tahasildar should have been cancelled and as long as the certificate is not cancelled it holds the day and therefore the very conclusion of the Enquiry Officer is that it is proved that the Petitioner has given a false certificate and he belongs to Christian community and not to Adi Andhra itself is wrong. For such contention he relies on several cases.

6. He argues that in 1999 Supreme Court cases (L&S) page 613 wherein the facts of the case were that the applicant Gulzar Singh was issued caste certificate on 10-10-98 stating that the appellant belongs to Majhbhi Sikh caste which is a recognized Scheduled Caste. The grievance of the appellant was restricted to the decision communicated to him by the Sub-Divisional Magistrate, Gurdaspur dated 3-6-97 whereby certificate No. 9336 dated 10-10-1998 was cancelled. The said certificate was cancelled due to an enquiry where it was found that the Petitioner belongs to Christian community when it was challenged, High Court dismissed it. Their Lordships of the Supreme court held that from the facts on record prior to the cancellation of the Scheduled Caste certificate no show cause notice was given to the appellant. Their Lordships set aside the Judgement of the Hon'ble High Court dated 3-6-97 leaving it to the Respondent to take action in accordance with law. He also cited a Judgement reported in 1997 Supreme Court cases (L&S) 1825 wherein it was held that caste certificates issued up to 11-11-89 by the Tahasildar are valid. He also relied on a Judgement of Hon'ble High Court reported in 1999 (3) ALT page 48 wherein his Lordships held that in submitted reports of the MRO and Sub-Collector is any violation of principles of natural justice and remitted back the matter to Joint Collector. He also relied on 1996 LAB IC page 1890 wherein person was dismissed from service where he was employee of the Canara Bank. Several years later it was held that the Petitioner did not belong to Scheduled Caste but Ramakshariya caste. Hence, an enquiry was conducted and Petitioner dismissed. His Lordship held unless revocation of caste certificate is effected by competent authority employee cannot be dismissed from service on the ground of misrepresentation. His Lordship observed the powers to issue caste certificate and the power to revoke is limited to the designated authorities and that power could not be exercised by the enquiry authority appointed by the employer in case the employee is found to have secured employment by misrepresenting his caste, the finding recorded by the Enquiry Officer that employee does not belong to reserved category would have the effect of overruling the caste certificate which was issued by the competent authority or in other words of revoking the caste certificate. It is impermissible for him to do either of this and therefore the consequent action of dismissing the employee from service taken by the employer will have to be struck down. The employer ought to have referred the matter to the competent authority which was not done. Even back wages were granted. He also relied on 1999 (3) ALT 45 wherein the caste certificate was set aside by the Joint Collector. His Lordship held that only the Collector has got powers and set aside the cancellation. He also relied on a unreported judgment in WP 36001 of 1998 wherein the finding of the enquiry committee was set aside and directed the District Collector to conduct the enquiry. He also relied on a Division Bench Judgement of the Hon'ble High Court against the writ appeal against the same Judgement and the said writ appeal their Lordships stated that the caste community certificate was not cancelled by the competent authority therefore a direction was issued to the competent authority namely District Collector, Nellore to conduct a complete enquiry from the date

of receipt of the said order and submit the report in the mean time the management was directed to reinstate the Petitioner.

7. The Learned Counsel for the Respondent argued that above cases are not applicable and in fact herein a regular enquiry had been conducted and this Court was pleased to write a detailed order dated 29-7-2002 holding that the domestic enquiry is validly conducted that means he has been given all the opportunities. He has been defended by none the less a person, the Deputy General Secretary of SBI Staff union Sri T.E. Prakash witnesses were examined in his presence. He was given a fair opportunity to cross examine them. He did not choose to go into the box because he had no case and Enquiry Officer gave his findings with reasons. So this case does not fall within purview of the all the cases cited by the Learned Counsel for the Petitioner. And the case has to be dismissed. The Petitioner obtained the job on false certificate claiming himself to be Adi Andhra while he belongs to the forward community that is Indian Christian.

8. When I go through the enquiry report I find that domestic enquiry is validly conducted. But the question here is whether the domestic enquiry which tantamounts to cancellation of the caste certificate given by a competent Tahasildar or MRO as the case may be Section 5 of the Andhra Pradesh (SC, ST and BCs) Regulation of Issue of Community Certificates Act, 1993 and Rules 1997 lays down where, "obtained a false community certificate... District Collector either suo motto or by written complaint call for the record and enquire the correctness of the certificate..." He shall by notification cancel the certificate after giving the person concerned an opportunity of making a representation. So Section 5 is very clear that the competent authority is Collector and in the Judgements cited by the Learned Counsel for the Petitioner reported in 1996 LAB I.C. 1990 Karunakar Vs. Canara Bank wherein it was also a case, where the Petitioner had obtained employment claiming himself to be SC-C, he was not and the same was found by the Enquiry Officer. His Lordship held that the Enquiry Officer is not competent authority to give finding as to the validity of the caste certificate unless revocation of caste certificate is effected by competent authority employee cannot be dismissed from service on the ground of misrepresentation. His Lordship not only directed reinstatement but also back wages. An unreported Judgement, copy of which is filed, WP No. 36001 of 1998 by our High Court wherein also APSRTC is the main Respondent who removed the claimant from service held that it was for the District Collector to enquire into the genuineness of the certificate and set aside the impugned proceedings.

9. That an appeal against the said Judgement in Writ Appeal No. 325 of 2002, a copy of which is also furnished. Their Lordships dismissed the appeal directing the management to reinstate the Petitioner, the Respondent No. 1 forth with into service. So I am of the opinion that the Judgement in WA No. 325 of 2002 applies on all fours to the present case herein. As the Enquiry Officer is not competent under the above Act, Section 5 of the above said Act namely Andhra Pradesh (SC, ST and BCs) Regulation of

Issue of Community Certificates Act, 1993 and Rules 1997. Hence, I herein direct the Respondent to reinstate the Petitioner on or before 1st February, 2003 and the bank shall refer the matter in writing to the concerned District Collector for cancellation of the said certificate under Section 5 of the Act. Hence, the impugned order dated 22-2-97 terminating the services of the Petitioner is hereby set aside, however, if the Petitioner is not reinstated he shall be entitled for pay from 1st February, 2003 only till the matter is decided by the District Collector. The question of payment of back wages will abide by the findings of the District Collector to whom a formal written complaint should be made and the Collector shall conduct enquiry under Section 5 of the Andhra Pradesh (SC, ST and BCs) Regulation of Issue of Community Certificates Act, 1993 and Rules 1997 after giving opportunity to Petitioner...

Award passed accordingly. Transmit.

Dictated to Kum. K. Phani Gowri, Personal Assistant transcribed by her corrected and pronounced by me in the Open Court on this the 16th day of December, 2002.

E. ISMAIL, Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner—Nil.

Witnesses examined for the Respondent—Nil.

Documents marked for the Petitioner—Nil.

Documents marked for the Respondent—Nil.

नई दिल्ली, 3 फरवरी, 2003

का.आ. 727.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सी.सी.एल. के प्रबन्धन के संबद्ध नियोजकों और उनके कर्मचारियों के बीच, अनुबन्ध में निम्नलिखित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण II धनबाद के पंचाट (संदर्भ संख्या 23/95) को प्रकाशित करती है, जो केन्द्रीय केन्द्रीय सरकार को 29-1-2003 को प्राप्त हुआ था।

[सं. एल.-20012/440/93-आई.आर. (सी.-1)]
एस.एस. गुप्ता, अवसर सचिव

New Delhi, the 3rd February, 2003

SO 727—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 23/95) of the Central Government Industrial Tribunal II, Dhanbad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of C.C.L. and their workman, which was received by the Central Government on 29-1-2003.

[No. L-20012/440/93-IR(C-1)]
S. S. GUPTA, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO.2) AT DHANBAD PRESENT

Shri B. Biswas, Presiding Officer.

In the matter of an Industrial Dispute under Section 10(1)(d) of the I.D. Act., 1947.

REFERENCE NO. 23 OF 1995

PARTIES : Employers in relation to the management of Central Coalfields Ltd., Ranchi and their workmen.

APPEARANCES :

On behalf of the workmen : None.

On behalf of the employers : Shri D. K. Verma, Advocate.

State : Jharkhand

Industry : Coal

Dated, Dhanbad, the 3rd January, 2003

AWARD

The Govt. of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10(1)(d) of the I.D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-20012/440/93-I.R. (Coal-I), dated, the 8th February, 1995.

SCHEDULE

(i) "Whether the workmen S/Shri K.K. Prasad and 84 other employed as Drivers, conductors, Khalasis (Helper) at headquarters of M/s. CCL Darbhanga House, Ranchi under the administrative control of Gen. Manager (P & R) are entitled for payment of overtime for the entire period worked on overtime without deducting one hour either before commencement of duty hours or beyond the normal working hours at par with the other Drivers/Conductors/Khalasis under administrative control of Security Deptt. of CCL? If so, to what relief are the workmen entitled?"

(ii) "Whether the Drivers/Conductors/Khalasis are entitled for compensation such as free lunch packet or money in lieu thereof for working during lunch break period? If so, to what relief are the workmen entitled?"

2. It is seen from the record that in spite of giving sufficient opportunities the parties i.e. the concerned union on behalf of the workmen and also the management have failed to turn up in course of hearing of this case. It is seen that by filing W.S. the sponsoring union referring NCWA II which came into effect from 1-1-79 submitted that existing benefits and facilities not covered or altered by this agreement

shall continue as hitherto and that system of supply of free coal will continue to the employees and that all categories of workers who are entitled to receive overtime payments will continue to get the overtime payment for overtime work in different establishment, unit and offices and that workers called upon to work on weekly day of rest day of the colliery/establishment shall be allowed twice the normal wages where the payment is at a lesser rate. The sponsoring union in this regard also relied on the provision of NCWA-III & IV which came into effect from 1-1-83 and 1-1-87. They alleged that the management illegally and arbitrarily have deprived the workmen from getting all the privileges as laid down in the N.C.W. As. not only but also they have violated their own circular in this regard.

3. They further alleged that the management also have deprived the Drivers, Cleaners from overtime wages, while they remain on outstation duty. They also have raised dispute relating to lunch hour fixed for the workmen assigned duty on staff car/Jeep or School buses or truck because of the fact that due to nature of duty it became impracticable to avail the lunch recess hours by them but the management inspite of receiving representation on their part did not consider necessary to amend the order in question so that the workmen get opportunity to avail the lunch hour properly. They submitted that as per provisions of N.C.W.A. when any duty beyond normal working hours constitute overtime and when similar workmen posted under Security Department and elsewhere are paid overtime wages for the entire period spent on overtime duty, the workmen concerned are also legally entitled to get overtime wages for the entire period spent on overtime duty without deducting one hour either before commencement of normal working hours or beyond normal working hours. They are also entitled to payment of arrears of overtime wages arising of such arbitrary deduction of one hour with retrospective effect from 1-1-87. The sponsoring union further submitted that the workman are also entitled to get free lunch packer or money computed in lieu of free lunch packet as compensation for performing duty during the prescribed lunch period.

4. They submitted that inspite of submitting representation as the management have failed to take any step in support of their claim they raised an Industrial Dispute which ultimately resulted reference to this Tribunal.

5. The management on the contrary after filing Written Statement-cum-rejoinder have denied all the claims and allegations which the sponsoring Union asserted in their written statement. Management submitted that the employees of

coal industries including C.C.L. are governed under the N.C.W.A. since 1975 in respect of wages and allowances and other benefits and the service condition being regulated by the Certified Standing Order as applicable to the employees. The N.C.W.As. and the Standing order as applicable to the employees posted at CCL H.Q. do not have any provision of monetary compensation or free lunch packets to the Drivers/Conductors/Khalasis engaged during the lunch break. They submitted that during the working hours of 8 hours with a spread over period of 9 hours, normally the employees in question get ample time to take their lunch even if they are engaged during their lunch break. Accordingly, the management submitted that the relief which the sponsoring union have sought for the workmen finds no basis and accordingly the same is liable to be rejected.

6. It is seen from the reference in question that the sponsoring union have raised certain disputes involving intricate question of facts and law. Accordingly the sponsoring union can not avoid their responsibility to justify the claim in question by adducing cogent evidence particularly when the management categorically denied such claim. It is seen that inspite of giving several opportunities the parties have failed to adduce any evidence in order to substantiate their claim and counter claim and for which there is no scope to answer the reference on merit.

7. There is reason to presume that as the parties have been refrained from appearing before this Tribunal in course of hearing they have amicably settled the dispute in question and for which they are not interested to proceed with further hearing of this case. Accordingly considering the facts and circumstances and also as the parties are not interested to proceed with the hearing of this case a 'No dispute' Award is passed presuming non-existence of the dispute in question.

B. BISWAS, Presiding Officer

नई दिल्ली, 3 फरवरी, 2003

का.अ. 728.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार सी. एम. पी. डी. आई. एल. के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबन्ध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार अधिकरण-2-धनवाड के पंचाट औद्योगिक (संदर्भ संख्या 62/95) को प्रकाशित करती है, जो केन्द्रीय सरकार को 29-01-03 को प्राप्त हुआ था।

[सं.एल.-20012/214/94-आई.आर..(सी.-1)]

[एस.एस. गुप्ता, अव्वर सचिव]

New Delhi, the 3rd February, 2003

S.O. 728.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 62/95) of the Central Government Industrial Tribunal- II, Dhanbad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of CMPDIL and their workmen, which was received by the Central Government on 29-1-2003.

[No. L-20012/214/94-IR (C-I)]

S. S. GUPTA, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD

Shri B. Biswas,
Presiding Officer.

In the matter of an Industrial Dispute under
Section 10(1)(d) of the I. D. Act, 1947.

REFERENCE No. 62 OF 1995.

PARTIES : Employers in relation to the manage-
ment of C.M.P.D.I.L., Ranchi
and their workman.

APPEARANCES :

On behalf of the workmen : None.

On behalf of the employers : Shri B. P. Singh,
P. M.

State : Jharkhand Industry : Mine Planning
Dated, Dhanbad, the 14th January, 2003.

AWARD

The Govt. of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10(1)(d) of the I. D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-20012 (214)/94-I.R. (Coal-I), dated the 19th April, 1995.

SCHEDULE

"Whether the action of the management of M/s. Central Mine Planning & Design Institute Ltd., Ranchi is justified in not promoting the workmen S/Shri K. A. Philip and Issac Cherrian, w.e.f. 24-4-87 as UDC/ Clerk I and as Senior Clerk (Clerk Special Grade) w.e.f. 8-10-91 from the date his junior S/Shri Laxman Mandal and Dand Ali and others were promoted? If not, to what relief workmen are entitled and from which date?"

2. In this reference both the parties appeared and filed their respective W.S. documents etc.

Subsequently, when the case was fixed for hearing Mr. B. P. Singh, P. M. appeared for the management and filed a Memorandum of Settlement under their signature. None appeared for the workmen. I have heard the representative of the management on the said memorandum of settlement and on perusal of the said settlement I find, that the terms contained therein are fair, proper and in accordance with the principles of natural justice. Accordingly I accept the said settlement and pass an Award in terms thereof which forms part of the Award as annexure.

B. BISWAS, Presiding Officer

ANNEXURE

MEMORANDUM OF SETTLEMENT BETWEEN THE MANAGEMENT OF CENTRAL MINE PLANNING & DESIGN INSTITUTE LIMITED GONDWANA PLACE, KANKE ROAD, RANCHI-834008 & THEIR WORKMEN REPRESENTED BY THE UNION NATIONAL COAL ORGANISATION EMPLOYEES ASSOCIATION (CITU), RANCHI DURING NEGOTIATIONS ON AT RANCHI 3-4-1998.

REPRESENTING MANAGEMENT

1. Sri G S Choubey,
General Manager
(P & A)
2. Sri Uday Prakash,
Dy. PM (IR)

REPRESENTING WORKMEN/UNION

1. Sri Amal Bhatta-
charjee,
Addl. Genl. Secy.,
NCOEA.
2. Sri R. P. Singh,
Asst. Genl. Secy.,
NCOEA

SHORT RECITAL OF THE CASE

This is a case wherein three numbers of Industrial Disputes/Complaint Case on being raised by the Union NCOEA/NCWC/Individual Workman on alleged irregular promotion in the Clerical Cadre of Drilling discipline are pending in the different Courts for adjudication decision. The references are as follows :—

"Whether the action of the Management of CMPDIL, BBSR not giving promotion as UDC to Sri PKS Kurup w.e.f. 24-4-87 & giving promotion from 17-11-87 and financial benefit from 1-7-90 was justified? If not, to what relief the workman is entitled for"

This dispute being espoused by Union NCOEA (CITU), BBSR pending with the CGIT, Bhubaneswar.

"Whether the action of the Management of CMPDIL, Ranchi is justified in not promoting the workmen Sri K. A. Phillip and Sri Cherrian Issac w.e.f. 24-4-87 as UDC/ Clerk Gr. I and as Sr. Clerk (Special Grade) w.e.f. 8-10-91 from the date his junior S/Sri Laxman Mondal and Daud Ali and others were promoted? If not to what relief workman are entitled and from which date?"

This dispute being espoused by Union, NCWC, Ranchi, is pending with the learned Tribunal No. IT, Dhanbad:

In the case before the Industrial Court, Nagpur, the complaint case filed by Sri P. Hood being (ULPA) No. 961/92 relates to claim of Sri Hood for promotion as UDC w.e.f. 15-3-84 and further promotion etc. resulting thereof.

In view of the pendency of the above Industrial disputes cases the Union NCOEA came forward with the approach that they are agreeable to settle the case of the workman concerning and seniority of clerical cadre of drilling discipline; outside the Court. The matter was even discussed in the J. C. C. meeting at CMPDI(HQ) level on 8-12-97. Series of discussions were held with the representatives of NCOEA Union. At last it was agreed to settle this case outside the Court on the following terms of reference :

TERMS OF SETTLEMENT

I was agreed :

1. That the entire seniority of the workmen concerning clerical cadre of drilling discipline including the workmen appearing in above mentioned disputes and complaint case shall be arranged afresh as shown in the seniority list Annexure-A. The parties have agreed that the seniority so arranged in Annexure-A shall be final and binding to them.
2. That as the workmen appearing in Annexure-A have been promoted as UDC in the year 1987, 88, therefore, in order to maintain uniformity in the seniority of UDC Grade the deemed date of promotion as UDC in respect of all the workmen appearing in the Annexure-A shall be effected on and from 25-4-87.
3. That Union has agreed that in view of above deemed promotion in UDC Grade in respect, of the workmen of the annexed Annexure-A no monitory benefit whatsoever, arising thereof will be paid to any of the workmen and they shall not claim any monitory benefit retrospectively.
4. The Union has agreed that as some of the workmen appearing in the Annexure-A have been promoted as Senior Clerk in the year 1991, therefore, in order to maintain uniformity in the seniority of Sr. Clerk grade, the deemed date of promotion as Sr. Clerk in respect of all the workmen appearing in the Annexed list-A may be effected on and from 8-10-1991.
5. The Union has agreed that in view of notional promotion as Senior Clerk in respect the workmen of Annexed list-A; no monitory benefit; whatsoever; arising thereof will be

paid to any of the workmen and the Union shall not claim monitory benefit with retrospective effect.

6. That the pre-stated promotion; as UDC and Senior Clerk of the concerned workmen; of the annexed list w.e.f. 25-4-87 and 8-10-91 respectively; will be fitted notionally and monitory benefit arising out of such fitment will be paid only on and from the date of settlement after doing fixation etc.
7. That this settlement is full and final of the all the disputes concerning the case of seniority of the clerical cadre of drilling discipline in respect of the workmen appearing in the Annexed list-A and also in respect of the claims arising out of Industrial dispute/case pending with the appropriate Court/Tribunal at Bhubaneswar Nagpur and Dhanbad. It is further agreed that neither the Union nor any of the individual workmen appearing in the Annexed list-A will make any further claim whatsoever over the above terms of settlement. The disputes/cases remain settled for ever.
8. That the workmen who are appearing in the Industrial dispute reference pending before Learned Tribunal, BBSR under Ref. No. 5/93 & appearing in Complaint Case being ULPA No. 961/92 before Industrial Court, Nagpur and the other workmen who are appearing in the Annexed list-A will not get any benefit out of the award which may be passed by the Tribunal at Dhanbad in Ref. No. 62/95. This settlement is full and final in respect of all the workmen appearing in the Annexed list-A.
9. In view of the above terms of settlement the parties shall file petition before the CGIT No. BBSR & Industrial Court, Nagpur for a No Dispute Award or alternatively the parties have agreed the terms of this settlement shall form part of a Settlement Award to be recorded by the aforesaid Tribunal.
10. This settlement shall be implemented with 30 (thirty) days from the date of this settlement.

Signed on this the 3rd of April 1998.

On behalf of the Management

(GS Choubey, GM (P & A), (CMPDI)]
(Uday Prakash, Dy. PM (IR))

On behalf of the workmen Union

(Amal Bhattacharjee, AGS, NCOEA).
(RP Singh, AGS, NCOEA)

Witness : 1. Samir Biswas

2. Lalit Kr. Sinha

Sl No.	Name	Date of birth	Qualification	Date of initial appointment	Sen. position in LDC considering their date of regularisation as LDC in terms on A I 17-12-81
1	2	3	4	5	6
1.	Sri S.V. Chaturvedi	2-1-47	H.S.	12-8-74	1-1-79
2.	Sri Qurban Hussain	13-10-51	I.A.	18-12-76	1-1-79
3.	Sri R.A. Thakur	3-5-58	I.A.	10-5-77	1-1-79
4.	Sri H.B. Tripathi	14-8-53	H.S.	25-5-77	1-1-79
5.	Sri M. Ghosh	2-1-45	S.F.	26-5-77	1-1-79
6.	Sri K.A. Phillip	7-3-51	SSLC	26-5-77	1-1-79
7.	Sri P. Hood	8-5-53	B.Com.Pt.-II	13-2-77	1-1-79
8.	Sri C. Issac	28-11-53	P.U. Course	16-2-78	1-1-79
9.	Sri R.V. Mondal	7-12-57	H.S.	16-2-78	1-1-79
10.	Sri L.C. Mondal	2-1-56	S.F.	20-2-78	1-1-79
11.	Sri P.K. Jaiswal	31-1-57	Matric	1-6-78	1-1-79
12.	Sri Daud Ali	13-7-58	B.A. failed	5-9-78	1-1-79
13.	Sri H. Karmakar (Retired)	14-4-79	S.F.	17-11-78	1-1-79
14.	Sri C.L. Singh (SC)	22-10-52	H.S. Failed	17-11-78	1-1-79
15.	Sri V.K. Sancha (ST)	10-7-59	I.A.	21-12-78	1-1-79
16.	Sri R.Y. Sah	12-5-56	Matric	22-12-78	1-1-79
17.	Sri D.N.P. Sinha	7-7-48	B.A.	30-12-78	1-1-79
18.	Sri Iqbal Ibrahim	1-9-55	I.A.	12-2-79	1-1-79
19.	Sri R.S. Gupta	21-1-56	ISc.	31-5-79	1-1-79
20.	Sri R.H. Upadhyay	21-2-53	HSSC	—	1-1-79
21.	Sri A.S. Inqole	11-1-54	SSC	—	1-1-79

ANNEXURE-A

Date of coming in UDC	Seniority Position in UDC			Date of Coming in Sr. Clerk	Seniority position in Sr. Clerks as on 9-10-91
	Proposed	Committee Finding	Existing as on 9-9-96		
7	8	9	10	11	12
25-4-87	1	14 (DPC)	1	—	—
21-11-87(A)					
25-4-87	2	06 (TT)	—	9-10-91	6
28-4-87 (A)					
25-4-87	3	13 (DPC)	07	—	—
14-11-87 (A)					
25-4-87	4	16 (DPC)	03	—	—
18-11-87 (A)					
25-4-87	—	04 (TT)	—	Expired	—
25-4-87	5	15 (DPC)	04	—	—
13-11-87 (A)					
25-4-87	6	17 (DPC)	05	—	—
7-12-87 (A)					
25-4-87	7	18 (DPC)	06	—	—
13-11-87 (A)					
25-4-87	8	19 (DPC)	16	—	—
13-11-87 (A)					
25-4-87	9	02 (TT)	—	10-10-91	8
25-4-87 (A)					
25-4-87	10	01 (DPC)	—	8-10-91	7
31-3-84 (A)					
25-4-87	11	07 (TT)	—	10-10-91	9
22-4-87 (A)					
25-4-87	12	20 (DPC)	09	—	—
14-11-87 (A)					
25-4-87	13	21 (DPC)	10	—	—
8-3-83 (A)					
25-4-87	14	11 (TT)	—	10-10-91	10
8-5-87 (A)					
25-4-87	15	22 (DPC)	11	—	—
27-1-88 (A)					
25-4-87	16	23 (DPC)	12	—	—
15-12-87 (A)					
25-4-87	17	09 (TT)	2	—	—
2-5-87 (A)					
25-4-87	18	24 (DPC)	23	—	—
7-11-87 (A)					
25-4-87	19	25 (DPC)	08	—	—
1-2-89 (A)					
25-4-87	20	26 (DPC)	13	—	—
1-2-88 (A)					

1	2	3	4	5	6
22. Sri D.B. Dutta		4-5-47	HS	31-12-76	29-2-79
23. Sri S.R. Das		15-10-47	B. Com.	25-1-78	31-3-79
24. Sri P. Tripathi		25-9-58	Matric/III	1-1-80	1-1-80
25. Sri N.K. Nath		15-10-51	B.Com. Pt. II	1-10-80	1-10-80
26. Sri R.K. Soni		22-10-60	HSSC	1-10-80	1-10-80
27. Sri Raju Phillip		1-11-55	SSLC	1-1-79	1-9-81
28. Sri P.K.S. Kurup		24-3-57	SSLC	1-11-81	1-11-81
29. Sri K. Lukanna		1-6-52	B.Sc. 3rd Yr.	—	1-6-83
30. Smt. J.C. Chacko		10-4-57	SSLC	—	1-6-83
31. Sri P. Murli		9-4-59	B.Com.	—	1-6-83
32. Sri K.V. Nair		15-3-58	Matric	—	1-6-83

7	8	9	10	11	12
25-4-87	21	27 (DPC)	15	—	—
11-11-87 (A)					
25-4-87	—	28 (DPC)			
12-11-87 (A)	Transferred to CIL				
25-4-87	22	10 (TT)	17	—	—
7-5-87 (A)					
25-4-87	23	29 (DPC)	18	—	—
24-11-87 (A)					
25-4-87	24	30 (DPC)	19	—	—
17-11-87 (A)					
25-4-87	25	31 (DPC)	14	—	—
17-11-87 (A)					
25-4-87	26	32 (DPC)	24	—	—
17-11-87 (A)					
25-4-87	27	03 (TT)	—	9-10-91	11
27-4-87 (A)					
25-4-87	28	05 (TT)	20	—	—
27-4-87 (A)					
25-4-87	29	08 (TT)	22	—	—
29-4-87 (A)					
25-4-87	30	12 (TT)	21	—	—
9-5-87 (A)					

(A)—shows actual date of coming in UDC as per seniority list.

The above information has been collected from the seniority list of Drilling description which is in operation.

नई दिल्ली, 3 फरवरी, 2003

का.ग्रा. 729.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सी. सी. एल. के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबन्ध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण II, धनबाद के पंचाट (संदर्भ संख्या 199/93) को प्रकाशित करती है, जो केन्द्रीय सरकार को 29/01/2003 को प्राप्त हुआ था।

[सं.एल.-20012/256/94-आई.आर. (सी.-1)]

एस.एस. गुप्ता, अवर सचिव

New Delhi, the 3rd February, 2003

S.O. 729.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 199/93) of the Central Government Industrial Tribunal II, Dhanbad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of CCL and their workman which was received by the Central Government on 29-1-2003.

[No. L.20012/256/94-IR(C-1)]

S. S. GUPTA, Aवर Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD

PRESENT :

SHRI B. BISWAS, Presiding Officer.

In the matter of an Industrial Dispute under Section 10(1)(d) of the I.D. Act, 1947.

Reference No. 199 of 1993

PARTIES :

Employers in relation to the management of Central Coalfields Ltd., Dhanbanga House, Ranchi and their workmen.

APPEARANCES :

On behalf of the workmen : None.

On behalf of the employers : Shri D. K. Verma, Advocate.

STATE : Jharkhand

INDUSTRY : Coal

Dated, Dhanbad, the 8th January, 2003

AWARD

The Government of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10(1)(d) of the I.D. Act, 1947, has referred the following dispute to this Tribunal for adjudication vide their Order No. L-20012/256/94-I.R.(Coal-I) dated, the 16/17-11-93.

SCHEDULE

"Whether Shri Dhaniram Lohan workman is entitled for regularisation as Chair Recanner in Cat. II as he has been engaged as Chair Canner since 16-8-85 continuously in the Headquarters of M/s. Central Coalfields Ltd., Dhanbanga House, Ranchi? If so, to what relief the workman is entitled?"

2. The case of the concerned workman according to the W.S. submitted by the sponsoring union on his behalf in brief is as follows:—

436 GI/2003—22

They submitted that the concerned workman was sponsored by the Ranchi Employment Exchange to the management for appointment against quota of disabled person and the workman was employed at C.C. press without issuing any appointment letter claiming that there was a ban on all appointment whereas the Ministry of Home Affairs, Government of India in terms of the office order dated 24-5-84 had specifically clarified that the purported ban on appointment would not apply to any vacancy to be filled up by physically handicapped person. Again the Ministry of Home Affairs, Government of India in terms of their office order dt. 1-9-84 directed that for chair canning only blind persons should be employed. They disclosed that the concerned workman was engaged as Chair Recanner since 16-8-85 against quota of reservation for blind. They submitted that thereafter the concerned workman submitted series of representations with a prayer for regularisation of service as Chair recanner and ultimately in view of his representation dt. 18-12-87 the then C.M.D. of CCL ordered his regularisation and pending processing of the case for regularisation and piece rate of Rs. 12 per Chair was ordered to be enhanced to Rs. 18. Subsequently the aid rate was enhanced to Rs. 24 per steel chair, Rs. 22 per wooden chair and Rs. 45 for revolving chair. Beyond the basic rate no other allowance, leave or Medical treatment, Provident Fund or any other benefit was provided and thereby the management nakedly violated not only human rights but also abused the power and authority. They submitted that the job of chair recanner is a skilled job. The workman concerned is a graduate and also well trained on the said job. Accordingly he is very much entitled to get Category II wages with all consequential benefit with effect from 16-8-85 against quota for reservation of blind under Presidential Directives. Hence this case.

3. The management on the contrary after filing W.S.-cum-rejoinder have denied all the claims and allegations which the sponsoring union asserted in their W.S. on behalf of the concerned workman. They submitted that as recanning of Chairs in the office of the management is absolutely occasional in nature there was no scope at all to create any post to that effect. The cannerns are engaged for recanning the chairs as and when it is required. They submitted that as the concerned person who was blind approached them for giving him occasional job for recanning chairs in the office of the management his prayer was considered and instead of entrusting the job to other outsider parties for execution they on compassionate ground as he was blind entrusted him the job of recanning chairs occasionally as and when it become necessary. As there is no whole time work question of providing him with the job continuously did not arise and against such work they used to pay charges as per rate from time to time fixed by them on the basis of bills submitted by him. In doing the said job of recanning of chairs the person concern not only used to bring his implements but also he was free to do the job at any time at his sweet will and convenience and they did not have any control over his working hours nor was it required to supervise his job. They submitted that for providing such job no employer employee relationship ever created in between them.

4. They submitted further that subsequently they have discontinued such arrangement for recanning of chair independently. On the contrary started awarding composite job of repairs of furniture and recanning of chairs to other outsider parties by inviting competitive tenders/quotation as the recanning of chairs is only one of the jobs. It has been submitted by them that there was no requirement of chair recanner nor any such post is in existence and for which there was no scope that a chair recanner should be employed by him and he should be paid Cat. II wages. They alleged that such an attempt has been made by the sponsoring Union is only to provide employment of a person through back door. They categorically denied that the concerned workman was neither engaged by them in the year 1985 nor he worked continuously since then.

5. Accordingly they submitted that the concerned person is not entitled to get relief according to his prayer. In the result they have submitted prayer to pass Award rejecting the claim of the sponsoring union.

6. The points to be decided in this reference are :—

“Whether Shri Dhaniram Lohar workman is entitled for regularisation as Chair Recanner in Cat. II as he has been engaged as Chair Recanner since 16-8-85 continuously in the Headquarters of M/s. Central Coalfields Ltd., Dharbhanga House, Ranchi? If so, to what relief the workman is entitled?”

7. DECISION WITH REASONS

It appears from the record that neither the sponsoring Union examined any witness nor submitted any document in order to substantiate the claim in question. The Management accordingly did not consider necessary to examine any witness in order to rebut the claim in question of the sponsoring union.

8. As such relying on the facts disclosed in the pleadings of both sides let me consider if the claim of the sponsoring union stands on cogent footing and if so, if the person concerned is entitled to get any relief or not.

9. Before taking into consideration of the claim in question let it be looked into if the concerned workman continuously worked under the management for recaning the chairs in the office of the management since 1985 and also if there is any such post was in existence or not.

10. Considering the facts disclosed in the pleadings of both sides I find no dispute to hold that the concerned person was a blind man. I also find no dispute to hold that he was engaged by the management for recaning chairs in the office. It is the submission of the management that as the job of recaning chairs was absolutely occasional there was no reason to employ a person. Continuously for carrying out the said job particularly when there was no existence of such post. They submitted that previous to engagement of the concerned person the said job was to be undertaken by other persons. As the concerned person was a blind and as he approached the management to provide with such work when available they on compassionate ground considered his prayer and allowed him to carry on such job occasionally when such job was available and against performing such job charges according to rate used to be paid on the basis of bill submitted by him. The management categorically denied the fact that the concerned person was engaged in the year 1985 and continuously performed his duty. On the contrary it is the specific claim of the sponsoring union that instead of issuing any appointment letter he was engaged by the management in the year 1995 and thereafter he worked there as cane recanner continuously. Accordingly onus shifts on the sponsoring union to establish this claim but the sponsoring union have failed to produce a single scrap of paper in this regard. The sponsoring union in their W.S. referring an office order dt. 24-5-84 issued by the Ministry of Home Affairs, Government of India submitted that in the said order it has been specifically clarified that the purported ban on appointment would not apply to any vacancies to be filled up by physically handicapped. They also referring another office order dt. 1-9-84 issued by the same department submitted that in the said order it was reiterated that for chair recaning only blind persons should be employed. In course of hearing in spite of getting sufficient opportunities the sponsoring Union have failed to produce the office order in question. However, it is clear from the first office order that there will be ban on any appointment where the vacancy is to be filled up by physically disabled persons. Therefore, onus on the sponsoring union to establish that under the management there was regular post of chair recanner, and the said post was vacant but in spite of the existing vacancy the management did not consider necessary to fill up the same illegally and arbitrarily ignoring the claim of the person concerned. Until and unless such claim is established there is no question to fill up the same by any physically disabled persons particularly when the management denied existence of any such post. Accordingly, I hold that this aspect which the sponsoring union agitated finds no basis as they have failed to establish the claim lamentably. Question of application of second office order also did not arise on the part of the management as there is no existing vacancy or post of chair recanner. It has been categorically admitted by the management that they used to engage the concerned person for chair recaning occasionally when such job was available. Therefore, there is no scope to say that the management did not provide job of chair recaning to him who was a blind person.

11. It is to be established with all material documents that the concerned person as Chair recanner worked continuously under the management since 1985. I find no hesitation to say that the sponsoring Union has lamentably failed to substantiate such claim. Accordingly after careful consideration of all the facts and circumstances I hold that the sponsoring union have failed to substantiate their claim and for which there is no scope to give any relief according to his prayer. In the result, the following Award is rendered :—

“Shri Dhaniram Lohar workman is not entitled for regularisation as Chair Recanner in Cat. II as he has been engaged as Chair Recanner since 16-8-85 continuously in the Headquarters of M/s. Central Coalfields Ltd., Dharbhanga House, Ranchi. Consequently, the concerned workman is not entitled to get any relief.”

B. BISWAS, Presiding Officer

नई दिल्ली, 3 फरवरी, 2003

का.अ. 730.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भा. को. को. लि. के प्रबन्धन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबन्ध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण 2, धनबाद के पंचाट (संदर्भ संख्या 38/95) को प्रकाशित करती है जो केन्द्रीय सरकार को 29-01-03 को प्राप्त हुआ था।

[सं.एल.-20012/60/94-आई.आर. (सो.-1)]

एम.एस. गुप्ता, अवसर सचिव

New Delhi, the 3rd February, 2003.

S.O. 730.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 38/95) of the Central Government Industrial Tribunal II, Dhanbad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of BCCL and their workman, which was received by the Central Government on 29-1-2003.

[No. L-20012/60/94-IR(C-1)]

S. S. GUPTA, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD

PRESENT :

Shri B. BISWAS, Presiding Officer.

In the matter of an Industrial Dispute under Section 10(1)(d) of the I.D. Act, 1947.

Reference No. 38 of 1995

PARTIES :

Employers in relation to the management of Kusunda Area of M/s. BCCL and their workmen.

APPEARANCES :

On behalf of the workman : Shri D. Mukherjee, Advocate.

On behalf of the employers : Shri S. N. Sinha,
Advocate.

State : Jharkhand Industry : Coal.

Dated, Dhanbad, the 14th January, 2003

AWARD

The Govt. of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10(1)(d) of the I.D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-20012(60)/94-1.R. (Coal-I), dated, the 10th March, 1995.

SCHEDULE

"Whether the action of the General Manager, Kusunda Area VI of M/s. BCCL, P.O. Kusunda (Dhanbad) in changing the service condition of Bhikhan Mahato, Mining Sirdar, w.e.f. 25-8-89 is justified? If not, to what relief is the concerned workman entitled?"

2. The case of the concerned workman according to the W.S. submitted by the sponsoring union on his behalf is as follows :—

It has been submitted by the sponsoring union that the concerned workman was engaged as Mining Sirdar by the management on 17-3-87. In course of his discharge of his duties a Mining accident occurred on 29-4-87 and accordingly a Criminal case being Jharia P.S. Case No. GR/1236/87 was lodged against Shri P. C. Ghosh, Overman and Bhikhan Mahato the concerned workman. They submitted that the job of Mining Sirdar as is a statutory one according to the Mines Act and Coal Mines Regulation and as per statute a person is deemed to be regularised on and from the date he started working as Mining Sirdar. They submitted that the management being satisfied with the qualification of the concerned workman permitted him to act as Mining Sirdar. They alleged that instead of regularisation of service of the concerned workman as Mining Sirdar the management stopped him from duty to work as Mining Sirdar with effect from 25-8-89 without assigning any reason and without complying with the mandatory provision of Section 9A of the I.D. Act. They further alleged that the management even did not consider necessary to pay difference of wages of the Drillman and Mining Sirdar to the concerned workman while he discharged his duties as Mining Sirdar. They submitted further that such decision of the management was illegal, arbitrary and against the principle of natural justice and accordingly they submitted representation to the management for consideration of the case of the concerned workman. But as the management did not pay any heed to the representation with a view to give relief to the concerned workman they raised an industrial dispute before the ALC(C), Dhanbad for conciliation which ultimately resulted reference to this Tribunal.

3. The management on the contrary after filing the W.S.-cum-rejoinder have denied all the claims and allegations which the sponsoring union asserted in the W.S. submitted on behalf of the concerned workman. The management submitted that the concerned workman was a permanent employee of Industry Colliery and had been working in the capacity of Drillman in Cat. IV. He was authorised to work as

Mining Sirdar in Leave and Sick vacancy with effect from 17-3-87. They disclosed that as the concerned workman was engaged to perform his duties as Mining Sirdar in leave and sick vacancy there was no question of providing him job as Mining Sirdar continuously. They further submitted that the management withdrew his authorisation to work as Mining Sirdar in leave and sick vacancy with effect from 28-8-89 since there was no shortage of Mining Sirdar in the colliery. They disclosed that as the concerned workman while in service passed Mining Sirdarship examination he was authorised by the Manager of the Mine to work as Mining Sirdar in leave and sick vacancy. Accordingly they disclosed that question of issuance of notice under Section 9A of the I.D. Act, 1947 before reverting him to his original post did not arise. In view of the facts and circumstances the management submitted that they did not commit any illegality or passed any arbitrary order against the concerned workman and for which he is not entitled to get any relief according to his prayer.

4. The points to be decided in this reference are.—

"Whether the action of the General Manager, Kusunda Area VI of M/s. BCCL, P.O. Kusunda (Dhanbad) in changing the service condition of Bhikhan Mahato, Mining Sirdar, w.e.f. 25-8-89 is justified? If not, to what relief is the concerned workman entitled?"

5. DECISION WITH REASONS

It is seen from the record that the concerned workman in order to substantiate his claim examined himself as witness. The management also in support of their claim examined one witness as MW-1. Considering the facts disclosed in the pleadings of the respective sides and also considering the evidence of MW-1 and WW-1, I find no dispute to hold that the concerned workman was permanent employee of the management and has been working as Drillman in Cat. IV. There is also no dispute to hold that while the concerned workman was in service he passed Mining Sirdarship examination conducted by the D.G.M.S. It is the contention of the workman that after passing Mining Sirdarship certificate the management allowed him to work as Mining Sirdar in the colliery with effect from 29-4-87 to 28-8-89. He disclosed that he continuously worked as Mining Sirdar there during the said period. He further disclosed that on 29-4-87 there was an accident in the Mine for which a criminal case was lodged being Jharia P.S. Case No. 1236/87 against him and Shri P. C. Ghosh, Overman. However, subsequently they were discharged from the said case. It is the specific allegation of the concerned workman that during the period of rendering his service as Mining Sirdar the management neither paid him the difference of wages nor regularised him as Mining Sirdar inspite of giving representation. On the contrary the management without giving any notice and also without assigning any reason reverted him back to the post of Drillman ignoring his claim. The management on the contrary admitting the fact of discharging duties of Mining Sirdar by the concerned workman submitted that the concerned workman was deputed to act as Mining Sirdar in leave

and sick vacancy as he passed the Mining Sirdarship certificate. They further disclosed that for the period from 17-3-87 to 28-8-89 the concerned workman did not discharge his duties as Mining Sirdar continuously. It is seen from the evidence of the concerned workman that Attendance Register and Magazine Explosive Issue register were called for from the management to show his attendance in the colliery in connection with discharge his duties as Mining Sirdar. The management inspite of the calling for the said records did not produce the same to consider if the concerned workman discharged his duties as Mining Sirdar during the period in question in leave and sick vacancy. The management is also silent actually against whose leave and sick vacancy the concerned workman was deployed as Mining Sirdar from time to time. When the claim of the concerned workman is about discharging his duties continuously as Mining Sirdar for the period in question the management on the contrary held a contrary view. Accordingly onus absolutely rested on the management to establish that actually the concerned workman was deputed to work as Mining Sirdar from time to time in leave and sick vacancy. As the management has failed to justify his own claim I find it very much difficult to uphold their contention. From the evidence of the concerned workman it transpires that he was superannuated from his service as acting Mining Sirdar with effect from 1-2-2002. His claim to discharge his duties as Acting Mining Sirdar can be taken into consideration from an order issued by the management dated 15-11-95 marked as Ext. W-1. The claim of the concerned workman is in two fold. His first claim is for regularisation of his service as Mining Sirdar and his second claim is in the matter of payment of difference of wages. The representative of the concerned workman submitted that though the concerned workman discharged his duties as Mining Sirdar the management never paid him the wages of that cadre. On the contrary inspite of discharging his duties as Mining Sirdar he had to receive wages of Drillman in Cat. IV. The representative of the concerned workman submitted that for his discharge of duties as Mining Sirdar he had to face a criminal case over an accident though subsequently he was discharged from the charge in question. Disclosing this fact the representative submitted that though the concerned workman discharged higher responsibilities was deprived of its wages. On the contrary as he submitted his representation in support of his claim before the management he was stopped from discharging his duties as Mining Sirdar. It is seen that the concerned workman has already been superannuated from his service. Accordingly question of his regularisation at this stage does not arise. Similarly there is little scope to say whether the management was bound to issue any notice under Section 9A of the I.D. Act before reverting the concerned workman back to his original post. The representative of the concerned workman admitted in course of hearing that as the concerned workman has already been superannuated from his service it is redundant to consider the matter of regularisation of his service or the matter if notice under Section 9A was mandatory or not. Learned Advocate for the management also conceded to the submission extended by the representative of the concerned workman. Accordingly point No. 1 i.e. the claim relating to the regularisation of service of the con-

cerned workman need not to be discussed in details further. Now the question is whether the concerned workman is entitled to get difference of wages for discharging his duties as Mining Sirdar. Within four corners of the evidence of MW-1 I have failed to find out any whisper if the management paid the difference of wages of Mining Sirdar to the concerned workman while he discharged his duties as Mining Sirdar for the period in question. Neither from the pleadings nor from any document I find any material in support of this claim. Under the circumstances learned Advocate for the management helplessly submitted that when the management has failed to produce any paper to show that wages of Mining Sirdar was paid to the concerned workman he at this stage finds no scope to refute the claim of the concerned workman in the matter of difference of wages. It is seen that the concerned workman from 17-3-87 to 25-3-89 discharged his duties as Mining Sirdar. The management admitting the claim of the concerned workman submitted that during this period the concerned workman in leave and sick vacancy discharged his duties as a Mining Sirdar. The management did not disclose from which period to which period the concerned workman during the period from 17-3-87 to 25-8-89 discharged his duties as Mining Sirdar. It is clear that the management did not pay him wages of Mining Sirdar though he had to perform his duties with full responsibility. This I should say is an injustice done by the management and the refusal to pay difference of wages definitely should be considered as illegal, arbitrary and in violation of the principle of natural justice. The management cannot avoid responsibility to pay difference of wages to the concerned workman for the period while he discharged his duties as Mining Sirdar. In the result, the following Award is rendered :

“The action of the management of General Manager Kusunda Area VI of M/s. BCCL, P.O. Kusunda (Dhanbad) in changing the service condition of Bhikhan Mahato, Mining Sirdar with effect from 25-8-89 is justified. However, the concerned workman is entitled to get difference of wages of Drillman Cat. IV and Mining Sirdar for the period from 17-3-87 to 25-8-89 which the management is liable to pay to him.”

The management is directed to implement the Award within three months from the date of its publication in the Gazette of India in the light of the observation made above.

B. BISWAS, Presiding Officer

नई दिल्ली, 3 फरवरी, 2003

का.आ 731.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सी.सी.एल. के प्रबन्धन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबन्ध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण 2 धनबाद के पंचाट (संदर्भ संख्या 107/99) को प्रकाशित करती है, जो केन्द्रीय सरकार को 29-01-2003 को प्राप्त हुआ था।

[सं.एल.-20012/33/98-आई.आर. (सी.-1)]

एस.एस. गुप्ता, अवर सचिव

New Delhi, the 3rd February, 2003

S.O. 731.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 107/99) of the Central Government Industrial Tribunal II, Dhanbad, now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of C.C.L. and their workman, which was received by the Central Government on 29-1-2003.

[No. L-20012/33/98-IR(C-1)]

S. S. GUPTA, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL (NO. 2) AT
DHANBAD

PRESENT :

Shri B. Biswas, Presiding Officer.

In the matter of an Industrial Dispute under Section 10(1)(d) of the I.D. Act, 1947.

Reference No. 107 of 1999

PARTIES :

Employers in relation to the management of C.C.L. and their workman.

APPEARANCES :

On behalf of the workman : None.

On behalf of the employers : Shri D. K. Verma,
Advocate.

State : Jharkhand.

Industry : Coal.

Dated, Dhanbad, the 15th January, 2003

AWARD

The Govt. of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10(1)(d) of the I.D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-20012/33/98-IR(C-I), dated, the 29th January, 1999.

SCHEDULE

"Whether the action of the management of N. K. Area Dakra CCL in terminating the services of Smt. Salkho Mahto in the name of female voluntary retirement scheme and neither allowing her dependant to work in lieu of her nor reinstating her back in the employment is right and justified? If not, to what relief is the workman entitled?"

2. In this reference neither the workman side nor the management side filed their respective W.S. Subsequently, when the case was fixed, a memorandum of settlement under signature of both sides was filed by the learned Advocate for the management. Heard the learned Advocate for the management on the said memorandum of settlement. None appeared for

the workmen. I have gone through the terms of settlement and I find that the same are fair, proper and in accordance with the principles of natural justice. Accordingly I accept the said Memorandum of Settlement and pass an Award in terms thereof which forms part of the Award as Annexure.

B. BISWAS, Presiding Officer

MEMORANDUM OF SETTLEMENT UNDER FORM 'H' UNDER RULE 58 THE INDUSTRIAL DISPUTE (CENTRAL) RULE 1957 BETWEEN THE MANAGEMENT AND THE REPRESENTATIVE OF RCMS.

Name of the parties :

Representative of employer :

Sri A. N. Sinha, PM(IR),
CCL, Ranchi.

Representing Union :

Sri M. D. Vishwakarma,

Asstt. Secy.,

CCL R!Committee RCMS.

SHORT RECITAL OF THE CASE

Smt. Salkho Mahto, Ex-Genl. Mazdoor Cat. I, Churi Project had applied for employment of her son named Sri Jagannath Mahto under SFVRS. Her application under SFVRS was approved and was allowed to retire under the above scheme. Meanwhile a complainant against her had been received alleging that Smt. Salkho Mahto was not a genuine person and her actual name is Ashwa Devi and was working in the name of Salkho Mahto. Subsequently enquiry was held in order to find out the factual position and during the enquiry it was established that not only Salkho Mahto but also the son to whom the employment was proposed were fake persons. Therefore, the appointment letter issued to the son nominated by Smt. Salkho Mahto had been cancelled vide letter dated 10-1-1996. However, the case of Smt. Salkho Mahto was raised in the meeting held with RCMS on 11-5-1998 at Corporate level wherein on request of union it was agreed that Smt. Salkho Mahto would be allowed to join her duty provisionally and a fresh enquiry into the charges will be held and continuance of her service depends on the findings of enquiry. Considering the above decision the parties agreed to settle the issue on the following terms of settlement.

TERMS OF SETTLEMENT :

1. It was agreed that Smt. Salkho Mahto will be allowed to join duty as Genl. Maz. Cat. I provisionally and further continuance of her service will depend upon the findings of enquiry. If, she is found impersonator after enquiry her services will be terminated without assigning any reason or notice to her.

2. It was agreed that no back wages will be paid to Smt. Salkho Mahto for the period of her idleness.

3. It was also agreed that Smt. Salkho Mahto will withdraw the case if any pending before ALC(C) or any court of law against stoppage of work.

This settlement shall be full and final settlement of the aforesaid issue raised by union workman concerned.

A. N. SINHA, Personnel Manager (IR)

Union :

M. D. Vishwakarma, Asstt. Secy.

CCL R Committee RCMS.

1. Smt. Salkho Mahto.

नई दिल्ली, 3 फरवरी, 2003

का.आ 732.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भा. को. को. लि. के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबन्ध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, II, धनबाद के पंचाट (संदर्भ संख्या 89/96) को प्रकाशित करती है, जो केन्द्रीय सरकार को 29-01-03 को प्राप्त हुआ था।

[सं. एल.-20012/215/95-आई.आर. (सी-1)]

एस. एस. गुप्ता, अवर सचिव

New Delhi, the 3rd February, 2003

S.O. 732.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 89/96) of the Central Government Industrial Tribunal II, Dhanbad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of BCCL and their workman, which was received by the Central Government on 29-01-2003.

[No. L-20012/215/95-IR(C-1)]

S. S. GUPTA, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD

PRESENT :

Shri B. Bswas, Presiding Officer.

In the matter of an Industrial Dispute under Section 10(1)(d) of the I.D. Act, 1947

Reference No. 89 of 1996

PARTIES :

Employers in relation to the management of Ena Colliery of M/s. B.C.C.L. and their workman.

APPEARANCES :

On behalf of the workman : Shri S. C. Gaur, Advocate.

On behalf of the employers : Shri S. N. Sinha, Advocate.

STATE : Jharkhand

INDUSTRY : Coal

Dated, Dhanbad, the 21st January, 2003

AWARD

The Government of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10(1)(d) of the I.D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-20012/215/95-IR(Coal-I), dated, the 23rd August, 1996.

SCHEDULE

"Whether the action of the management of Kustore Area No. VIII of M/s. B.C.C.L. in denying employment to Shri Dilip Bouri son and dependant of late Gouri

Shankar Bouri, Ex-Line Mistry is justified ? If not, to what relief is the concerned workman entitled ?"

2. The case of the concerned workman according to the W.S. submitted by the sponsoring union on his behalf is as follows :—

The sponsoring union in the W.S. submitted that Gouri Shankar Bouri was a Line Mistry of Ena Colliery under Kustore Area of BCCL. He got his employment in permanent service in the year 1954 and died on 9-2-92 while he was in service. They submitted that Gouri Shankar Bouri had about 5 months more service in his hand before his death. They submitted that with the commencement of the Mines Act and C.M.P.F. scheme Shri Bouri became a member of C.M.P.F. and his C.M.P.F. No. is C/230294. They further submitted that at the time of entry in the service his all particulars including age was recorded in the Form B Register which is to be considered as statutory register. They disclosed that in the Form B register his year of birth was recorded as 1932. After nationalisation of the said colliery and take over by BCCL, Form B Register which was maintained by the private management was handed over to the BCCL management. They disclosed further that I.D. Card was issued to the concerned workman and the number of the I.D. Card is 73140. As said Gouri Shankar Bouri died in harness his son Dilip Bouri submitted a petition with prayer for his employment as per the provision of NCWA but the management refused to give any employment to the petitioner illegally, arbitrarily and in violation of the principle of natural justice. Accordingly they raised an industrial dispute before the ALC(C) which ultimately resulted reference to this Tribunal.

3. The management on the contrary after filing W.S.-cum-rejoinder have denied all the claims and allegation which the concerned workman asserted in the W.S. through the sponsoring union. They submitted that Gouri Shankar Bouri was appointed in Ena Colliery on 1-12-1954 and his age as recorded in the Form B was as years as on 1974 because after nationalisation of the collieries new Form B registers were prepared. At that time said Gouri Shankar Bouri put his signature/LTI against respective column where such entry was made in the Form B register. As per entry in the Form B register he was to retire on 1-7-1989 but he continued to work till his death on 9-2-92. Just after his death on 9-2-92 his son Dilip Bouri made an application for his employment under clause 9.4.2 of NCWA-IV. The same application was examined by the management and it was found that his case was not fit for giving employment. Accordingly vide letter No. ENA/PD/93/F-4/1551 dt. 8/11-10-1993 the management regretted in the matter of his appointment. They submitted that the claim of the concerned workman finds no basis at all and for which he is not entitled to get any relief. They further submitted that they did not commit any illegally or took any arbitrary decision violating the principle of natural justice in refuting the prayer of the concerned workman. Accordingly the management submitted their prayer rejecting the claim of the concerned workman.

4. The points to be decided in this reference are :—

"Whether the action of the management of Kustore Area No. VIII of M/s. B.C.C.L. in denying employment to Shri Dilip Bouri son and dependant of late Gouri Shankar Bouri, Ex-Line Mistry is justified ? If not, to what relief is the concerned workman entitled ?"

5. DECISION WITH REASONS

It is seen that the concerned workman in order to substantiate his claim examined himself as WW-1. The management on the contrary in order to substantiate their claim also examined one witness as MW-1. Considering the evidence of WW-1 and MW-1 and also considering the facts disclosed in the pleadings I find no dispute to hold that late Gouri Shankar Bouri was appointed at Ena Colliery on 1-12-54 as Line Mistry. There is also no dispute to hold that the concerned workman's father Gouri Shankar Bouri died on 9-2-92 while he was in service. It is the contention of the concerned workman that while his father got his appointment as Line Mistry to the management his all particulars including the age was recorded in the Statutory Form B Register and at that time his age was recorded as 1932. Accordingly his due date of retirement is 1992. He submitted that his father died

while he had 5 months more service in his credit. Therefore, according to the concerned workman his death of birth was 9-7-32. Disclosing this fact he submitted that as per clause 9.4.2 of NCWA IV he is entitled to get employment being the dependent son of his father. Accordingly he submitted a representation before the management for his employment but the management refused to consider his prayer. On the contrary from the submission of the management I find quite different picture. From the submission of the learned Advocate for the management it transpires that according to the Form B Register his age was recorded as 45 years as in the year 1974. Therefore, his year of birth should be considered as 1929. The management submitted that accordingly his due date of retirement was 1989 but inspite of crossing the age of superannuation attaining his age of 60 years the concerned workman was in service and died on 9-2-92. This very admission of the management shows clearly how callous the management was about running their administration. It is really astonishing to note that inspite of attaining the age of superannuation he was allowed to continue in service peacefully till he died. However, this is not the point to be discussed in details. Here the point for consideration is whether the concerned workman is entitled to get employment as per clause 9.4.3 of NCWA IV or not. The concerned workman in support of his claim relied on the I.D. Card wherein it transpires that the year of birth of his father has been recorded as 1932. The I.D. Card during evidence of the concerned workman was marked as Ext. W-1. I have carefully considered the said I.D. Card of the deceased father of the concerned workman and it transpires clearly that the year of 1932 is recorded in different ink and in any manner it does not tally with the other writings in the I.D. Card. There is sufficient reason to believe that the year 1932 has been incorporated later on. It is seen that when ink used in writings of other particulars in the I.D. Card have been faded away the figure 1932 appears with its brightness which cannot be accepted in any manner. Accordingly there is every doubt that the figure 1932 was incorporated in the I.D. Card later on. The representative of the concerned workman in course of argument submitted that when as per Mines Act maximum age limit for employment is 35 years there was no scope for giving employment of any person at the age of 45 years. Accordingly that age which was recorded in the Form B Register cannot be relied on at all, as the management with some ulterior motive manipulated the same. From the Form B Register marked as Ext. M-3 it transpires that the age of the deceased father of the concerned workman was recorded as 45 years in 1974. The deceased father of the concerned workman got his employment in the year 1954. Therefore, at the time of his entry in the service record according to the Form B register he was only 25 years. Therefore there is no scope to say relying on the submission of the concerned workman that violating the provision as laid down in the Mines Act the management gave employment to the concerned workman while he was 45 years old. It is seen that during service period the management issued service excerpt to the concerned workman which during evidence of MW-1 was marked as Ext. M-2. From the service excerpt it transpires that the age of the concerned workman was recorded as 45 years as on 1974. The service excerpts were given to all employees of the management with a view to obtain their comments in relation to any entry specially the age recorded in the Form B Register. The concerned workman not only received the said service excerpt but also returned back the same without passing any comments putting his LTI therein. Therefore, there is sufficient scope to say that the deceased father of the concerned workman did not raise any objection relating to his age. It is fact that the management produced two Form B Register. It has been submitted that the first Form B Register marked as Ext. M-1 was an old one and thereafter it was written afresh and for which there is no scope to think otherwise relating to the credibility of the information recorded therein. I have already discussed above how it is very hard to believe the age of the deceased father of the concerned workman recorded in the I.D. Card. Therefore, onus rests on the concerned workman to establish that the date of birth of his father was 1932. In course of hearing the concerned workman got ample scope to submit any cogent paper relating to the date of birth of his deceased father but he did not consider necessary to do so. No satisfactory explanation is forthcoming on the part of the concerned workman about the service excerpt which his father deposited after putting his L.T.I. without raising any objection. The dispute relating to the age of the deceased father has been

raised by his son and not by the worker himself. It is seen that so long Gouri Shankar Bauri i.e. the deceased father was in service he never raised any objection relating to his age even after the receipt of the service excerpt. Therefore, until and unless the concerned workman is able to furnish authentic document in relation to the date of birth of his father his claim cannot be entertained at all because of the fact that he has been estopped from raising such dispute particularly when during the life time of his father no such dispute was raised. Accordingly after careful consideration of all the facts and circumstances I hold that the representative of the concerned workman has failed to justify his claim reasonably. Accordingly there is no reason to believe that such refusal to give employment to the concerned workman was done committing illegality by the management violating the principle of natural justice. In the result, the following Award is rendered :—

"The action of the management of Kustore Area No. VIII of M/s. B.C.C.L. in denying employment to Shri Dilip Bauri son and dependent of late Gouri Shankar Bauri, Ex-Line Mistry is justified. Consequently, the concerned workman is not entitled to get any relief."

B. BISWAS, Presiding Officer

नई दिल्ली, 3 फरवरी, 2003

का.अ. 733.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) को धारा 17 के अनुसरण में, केन्द्रीय सरकार भा. को. को. लि. के प्रबन्धन के संबद्ध नियो-जकों और उनके कर्मचारों के बीच, अनुबन्ध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण 2 धनबाद के पंचाट (संदर्भ संख्या 150/98) को प्रकाशित करती है, जो केन्द्रीय सरकार को 29-11-2003 को प्राप्त हुआ था।

[सं. एल.-20012/293/97-आई.आर. (सी-I)]

एस. एस. गुप्ता अवसर सचिव

New Delhi, the 3rd February, 2003

S.O. 733.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 150/98) of the Central Government Industrial Tribunal II Dhanbad, now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of BCCL and their workman, which was received by the Central Government on 29-1-2003.

[No. 1-20012/293/97-IR(C-I)]

S. S. GUPTA, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD

PRESENT :

Shri B. Biswas, Presiding Officer.

In the matter of an Industrial Dispute under Section 10(1) (d) of the I.D. Act, 1947.

Reference No. 150 of 1998

PARTIES :

Employers in relation to the management of Kooridih Colliery of M/s. B.C.C.L. and their workman.

APPEARANCES :

On behalf of the workman : None.

On behalf of the employers : Shri B. M. Prasad, Advocate.

State : Jharkhand

Industry : Coal.

Dated, Dhanbad, the 21st January, 2003

AWARD

The Govt. of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10(1)(d) of the I.D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-20012/293/97-HR(C-I), dated, the 28th May, 1998.

SCHEDULE

"Whether the action of the management not to accept the date of birth recorded in the I.D. Card is genuine and justified? If not, to what relief is the concerned workman entitled?"

2. The case of the concerned workman according to the W.S. submitted by the sponsoring Union on his behalf is as follows :—

The sponsoring union submitted that the concerned workman got his appointment initially at Jogidih Colliery under Govindpur Area No. III as Dozer Operator on 1-1-1973 and in the Form B Register which is a statutory one as per Mines Act his actual age was recorded as 28 years. Thereafter on the basis of age recorded in the Form B Register, the management issued his identity card wherein also his age was recorded as 28 years as on 1-1-73. The concerned workman after his long service at Jogidih Colliery was transferred to Kooridih Colliery but the management did not mention his date of birth in the L.P.C. which was sent there by the previous management. They alleged that in spite of recording actual age of the concerned workman in the Form B Register as well as in the identity card, the management without assigning any reason asked him to appear before the Apex Medical Board for assessment of his age. They alleged that the said order of the management was illegal, arbitrary and violated the principle of natural justice and they did so with ulterior motive to change his actual age in the Form B Register. They further alleged that the Apex Medical Board arbitrarily without following the guideline of the Medical jurisprudence examined the concerned workman along with many other workmen on 8-1-93 casually and assessed his age as 55 years as on 8-11-93. They submitted that being dissatisfied with the findings of the Apex Medical Board relating to assessment of the age of the concerned workman in arbitrary manner raised their protest and submitted representation to the management with a view to redress their grievances but when the management refused to give any relief to the workman in view of their prayer they raised an industrial dispute before the ALC(C) Dhanbad for conciliation which ultimately resulted reference to this Tribunal for award. They alleged that the management relying on the report of the Apex Medical Board superannuated the concerned workmen from his service with effect from 9-1-98. Accordingly, the sponsoring union submitted their prayer to pass an award directing the management to reinstate the concerned workman to his service with all back wages recalling his order of premature superannuation from service.

3. The management on the contrary after filing W.S. cum-rejoinder have denied all the claims and allegations which the sponsoring union asserted in their W.S. Admitting the fact of the concerned workman's appointment at Jogidih Colliery as dozer operator they submitted that at the time of that appointment though the concerned workman furnished all requisite particulars failed to submit any cogent paper showing his date of birth and for which though other particulars furnished by him was recorded in the Form B Register the column meant for recording date of birth/age was left blank. The concerned workman thereafter was transferred to Kooridih Colliery and till 1992 he did not consider necessary to furnish relevant paper relating to his date of birth for its proper recording in the Form B register. As a result they referred his case to Apex Medical Board for assessment of his age as per J.B.C.C.I. circular No. 76 issued in the year 1988. They disclosed that Apex Medical Board after his medical test assessed his age as 55 years as on 8-1-93 and accordingly the column meant for recording age of the workman was filled up and he was superannuated from his service on attaining his age of 60 years. They admitting the fact of issuance of identity card submitted that the age column in the I.D. Card of the concerned workman was left blank as no age of the concerned workman was recorded in the Form B Register. They alleged that the concerned workman knowing fully well of all the facts surreptitiously recorded his age as 28 years as on

1-1-73 with a view to enjoy more service period. They submitted that as per procedure of the review of age recorded in the Form B register, the dispute has to be settled as per procedure laid down in J.B.C.C.I. Circular No. 76. According to that circular when age of a workman is assessed by the Apex Medical Board it should be considered as conclusive and binding. They submitted that the age assessed by the Apex Medical Board at the time of his examination was duly recorded and the concerned workman authenticated the medical report without any protest and accepted his age as 55 years as on 8-1-93 and for which at this belated stage he has been estopped from challenging the correctness of his age assessed by the said medical Board. Accordingly they submitted that they did not commit any illegality or took any arbitrary decision violating the principle of natural justice in superannuating the concerned workman from his service on attaining his 60 years of age as per his assessment of age by the Apex Medical Board relying on J.B.C.C.I. Circular No. 76. Accordingly, they have submitted their prayer to pass an Award rejecting the claim of the concerned workman.

4. The points to be decided in this reference are :—

"Whether the action of the management not to accept the date of birth recorded in the I.D. Card is genuine and justified? If not, to what relief is the concerned workman entitled?"

5. FINDINGS WITH REASONS

It is seen from the record that neither of the parties have examined any witness in order to substantiate their claim and counter claim. Accordingly, relying on the pleadings of both sides it has to be decided if the claim of the concerned workman stands on cogent footing and if he is entitled to get award according to his prayer.

6. It is admitted fact that the concerned workman was appointed as Dozer Operator at Jogidih Colliery under Govindpur Area No. III on 1-1-73. The contention of the concerned workman which has been placed through the sponsoring union that at the time of getting appointment, his age was recorded as 28 years as on 1-1-73 by the management in the Form B register which is to be considered as statutory register as per Rule 48 of the Mines Act. It has been further submitted that thereafter the management issued his identity card wherein his age also was recorded as 28 years as on 1-1-73. He disclosed that after rendering his long service at Jogidih Colliery he was transferred to Kooridih Colliery. His L.P.C. was also forwarded there but with recording his date of birth. He disclosed that the management with ulterior motive asked him to appear before the Apex Medical Board for assessment of his age defying his age recorded in the Form B Register. He disclosed that the Apex Medical Board on 8-1-93 assessed his age as 55 years illegally and arbitrarily without following the guidelines of Medical jurisprudence, and the management relying on the said report of the Apex Medical Board superannuated him from his service prematurely with effect from 9-1-98. He alleged that for such arbitrary decision of the management he was prejudiced seriously and sustained serious pecuniary loss.

7. On the contrary from the submission of the management I find a quite different picture. They submitted that the concerned workman at the time of getting his appointment has failed to furnish any cogent paper relating to his date of birth for which they could not get any scope to record his date of birth on the requisite column of the Form B Register. They alleged that the concerned workman till 1992 did not get any time to furnish any cogent document relating to his date of birth. They disclosed that there was no reason to ask the concerned workman to appear before the Apex Medical Board for assessment of his age if his date of birth was recorded in the Form B register or if he could be able to produce valid cogent paper. They admitting the fact of issuance of Identity Card to the concerned workman submitted that as no date of birth was recorded in the Form B Register there was no scope at all to record his age therein to the concerned workman submitted that as no date of birth was recorded in the Form B Register there was no scope at all to record his age in the Identity card which has been claimed by him. They alleged that the concerned workman with a view to enjoy

were service period surreptitiously noted his age in the identity card. They submitted that they did not commit any illegality by asking the concerned workman to appear before the Apex Medical Board for assessment of his age under this circular particularly when J.B.C.C.I. circular No. 76 has given the guideline under which circumstances a workman can be sent to the Medical Board for assessment of his age. According to J.B.C.C.I. Circular age assessed by the Apex Medical Board should be conclusive and binding. Therefore according to this circular the management is competent to send any workman before Apex Medical Board for assessment of his age in order to mitigate the age dispute.

8. If the claim of the concerned workman that his age was recorded as 28 years as on 1-1-73 by the management on the date of his appointment. There is reason to believe that the workman produced cogent document in support of his age at that time. It is seen that relying on the age recorded in the ID. Card the concerned workman stands on his claim which flatly has been denied by the management. It is the specific claim of the management that surreptitiously the workman noted the age of the concerned workman in the ID. card. It is seen that in course of hearing the concerned workman has failed to produce a single cogent paper in support of his age which was recorded in the Identity card. No cogent paper is forthcoming before this Tribunal on the part of the workman that he raised written objection before the management when he was asked to attend the Apex Medical Board. It is seen that Apex Medical Board assessed his age as 55 years. On 8-1-93 and he submitted their medical report to that effect which was duly authenticated by him. It is seen that he remained in service for five years thereafter but no cogent paper is forthcoming to show that he raised his protest in writing to the management about wrong assessment of his age. I consider that there was no reason on the part of the management to ask the concerned workman to appear before Apex Medical Board for assessment of his age unnecessarily with the intention to victimise him particularly when no such evidence is forthcoming to show that management had grew up bitter relationship with him and they obtained the said medical report influencing the Board. It is not expected that medical officers of the Board with any malicious intention assessed his age. The JBCCI circular is clear enough under which circumstances a workman can be sent before Apex Medical Board for assessment of his age. Accordingly there is no reason to believe that the management committed any illegality in taking the decision in question. Under the circumstances onus definitely sharked on the shoulder of the workman to show that actually he was 28 years old as on 1-1-73 and ignoring cogent paper relating to is date of birth management with vindictive attitude sent him to Medical Board for assessment of his age. It is seen that the concerned workman had got ample scope to substantiate his claim but he has failed to take the opportunity of the same. Accordingly, in view of the facts and circumstances discussed above there is no scope to say that the management had committed any illegality by sending him to the Apex Medical Board for assessment of his age. Until and unless it is established that the medical Board had wrongly assessed his age there is also no scope to say that the management illegally and arbitrarily superannuated him from service on attaining his age of 60 years as per medical report.

In the result, the following Award is rendered :—

"The action of the management not to accept the date of birth recorded in the ID. Card is genuine and justified. Consequently, the concerned workman is not entitled to get any relief."

B. BISWAS, Presiding Officer

नई दिल्ली, 3 फरवरी, 2003

का.ग्रा 734.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भा. को. लि. के प्रबन्धतंत्र के संबद्ध नियो-जकों और उनके कर्मकारों के बीच, अनुबन्ध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण II

धनबाद के पंचाट (संदर्भ संख्या 17/93) को प्रकाशित करती है, जो केन्द्रीय सरकार को 29-1-03 को प्राप्त हुआ था।

[सं. एन.-20025/115/91-आई.ग्रा. (सी.-I)]

एस.एस. गुप्ता, अवसर सचिव

New Delhi, the 3rd February, 2003

S.O. 734.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 17/93) of the Central Government Industrial Tribunal II, Dhanbad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of BCCL and their workman, which was received by the Central Government on 29-1-2003.

[No. L-20025/115/91-IR(C-1)]

S. S. GUPTA, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD

PRESENT :

Shri B. Biswas, Presiding Officer.

In the matter of an industrial dispute under Section 10(1)(d) of the I.D. Act, 1947.

Reference No. 17 of 1993

PARTIES :

Employers in relation to the management of Barora Area's Damoda Colliery of M/s. B.C.C.L. and their workman.

APPEARANCES :

On behalf of the workman : Shri D. Mukherjee, Advocate.

On behalf of the employers : Shri B. M. Prasad, Advocate.

STATE : Jharkhand

INDUSTRY : Coal

Dated, Dhanbad, the 3rd January, 2003

AWARD

The Government of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10(1)(d) of the I.D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide Ministry's Order No. L-20025/115/91-IR.(Coal-I), dated, the 17th March, 1993.

SCHEDULE

"Whether the management of Damoda Colliery in Barora Area No. I of M/s. BCCL is justified in denying employment to Shri Arjun Nonia S/o Smt. Rajmatia Kamin ex-wagon Loader who died in harness on 25-2-1979 ? If not, to what relief the said workman is entitled to ?"

2. The case of the concerned workman according to the W.S. submitted by the sponsoring Union on his behalf in brief is as follows :—

The sponsoring union submitted that Rajmatia Kamin was a wagon loader at Damoda Colliery under the management. She died in harness on 25-2-79. At the time of her death the concerned person Shri Arjun Nonia was about 7 years of age and for which there was no scope on his part to submit any application for providing employment as per provision laid in NCWA II. On 30-1-1990 the said Nonia, dependent son of late Rajmatia Kamin submitted his application supported by relevant document with prayer for his employment as per provision of NCWA II but the management did not take any step to provide his employment. As a result, the sponsoring union raised an industrial dispute before the ALC(C) Dhanbad for conciliation which ulti-

mately resulted reference to this Tribunal for adjudication. The sponsoring union submitted that the benefit of employment to a dependant of workman who dies while in harness has also been adopted in subsequent NCWA-III and IV. Accordingly, the sponsoring union submitted that refusal to provide employment to Shri Arjun Nonia by the management was not only illegal and arbitrary but also against the principle of natural justice. Accordingly the sponsoring union submitted their prayer to pass Award directing the management to provide employment to the concerned person.

3. The management on the contrary after filing W.S.-cum-rejoinder have denied all the claims and allegations which the sponsoring union asserted in their W.S. submitted on behalf of the concerned person. They submitted that no right exists for demanding employment in a Public Sector Undertaking or in any Government employment merely on the ground of decent. The right to service has not been provided in the Constitution of India as fundamental right and it is the obligation of the Government and the Public Sector undertaking to provide equal opportunities to all eligible candidates to offer themselves for the employment under the State. In view of such constitutional provision no Public Sector undertaking can confer any right on any heir for his employment in place of his parents after their retirement or death. They further submitted that provision for employment to the dependant of retiring workman have been held to be constitutionally invalid by the Hon'ble Apex Court of the country. Such provision appearing in NCWAs were also held to be ultra-vires the Constitution of India and the Award passed by the Tribunals were quashed by different High Courts of the country. They submitted that no right vests on the employees to demand for employment for his dependent on any circumstances. The management have been permitted to consider compassionate ground for providing employment to the dependents of employees in case of their premature death or premature retirement on account of medical unfitness. In any circumstances no one can demand for the employment of the dependant as absolute right under the provision of NCWA and all facts and circumstances are required to be considered before offering employment to the dependent of an employee. They disclosed that the concerned lady Smt. Rajmatia Kamin died on 25-2-79 and immediately after her death no application was filed for providing employment to any dependent of that concerned lady. They disclosed that there was no dependent of the concerned lady at the relevant time and the family members did not suffer from financial difficulties and no claim was made for providing employment at the relevant time. It has been submitted by them that after more than a decade of the death of Rajmatia Kamin, the question of family crisis did not and cannot arise and the present attempt made by Arjun Nonia is purely a case of manipulation based on fabricated documents. The concerned lady Rajmatia was not having any son at that time otherwise some guardian would have come forward for seeking relief on behalf of her son and would file application for providing employment to the guardian on some humanitarian and compassionate ground. As no compassionate ground existed at that time, no one came forward with any demand and the concerned person Arjun Nonia with the active connivance of some interested persons is posing himself to be the son of late Rajmatia Kamin and is advancing claim for employment as her dependent son. In view of the facts and circumstances, disclosed in the W.S. the management submitted that the claim made by the sponsoring union on behalf of the concerned person finds no basis at all and for which they submitted their prayer to pass an Award rejecting the claim of the concerned person.

4. The points to be decided in this reference are :—

"Whether the management of Damoda Colliery in Barora Area No. I of M/s. BCCI is justified in denying employment to Shri Arjun Nonia son of Smt. Rajmatia Kamin, ex-wagon loader who died in harness on 25-2-1979? If not, to what relief the said workman is entitled to?"

5. DECISION WITH REASONS

It is seen from the record that in order to substantiate the claim the concerned person was examined as witness by the sponsoring union. The management also examined one witness in support of their claim. Here the moot point for consideration is whether the concerned person is entitled to get em-

ployment on compassionate ground or not. Considering the evidence of both sides and also considering the facts disclosed in the pleadings I find no dispute to hold that Rajmatia Kamin was a wagon loader at Damoda colliery. There is also no dispute to hold that Rajmatia Kamin died on 25-2-79 while she was in service. It is the contention of the sponsoring union that at the time of the death of Rajmatia Kamin her son i.e. the concerned person was only 7 years old and for which there was no scope to submit any representation for his employment on compassionate ground as per provision laid down under NCWA. They submitted that after attaining the majority the concerned person submitted representation before the management for his employment as per provision of NCWA but the management refused to consider such prayer. It is the contention of the management that after the death of Smt. Rajmatia Kamin no representation was filed by any near relatives of the deceased relating to employment of the concerned person in future. Apart from this fact the management further denied categorically that the concerned person actually is a fictitious person and is not the son of said Rajmatia Kamin. Further inspite of claiming so no cogent material is forthcoming before this Tribunal in course of hearing. Naturally there is little scope to believe the contention of the management in this regard. The management further submitted that after a lapse of long period such claim has come forward which cannot be entertained. They disclosed that as a matter of right no such claim for employment exists in any public sector undertaking or in any Government organisation. They further submitted that providing employment to the dependent of retiring employees have been held to be constitutionally invalid and the Apex Court of the country has pronounced judgement holding that no such right can be conferred on the workman by the management of a Public Sector undertaking or the Government by settlement between the management and the union. Such provision appearing in NCWAs were held to be ultra-vires of the Constitution of India and the Awards passed by the Tribunals were quashed by the different High Court of the Country. Apart from such submission learned Advocate for the management referring the decisions reported in 2001 LAB I.C. NOC. 2 (Andhra Pradesh), 2001 LAB I.C. 1268 (Rajasthan High Court), AIR 2000 Supreme Court 2782 and 2000 LAB I.C. page 421 submitted that the claim of the sponsoring union for employment of the son of the deceased workman is not at all sustainable and for which he is not entitled to get any relief. In the decision reported in 2001 LAB I.C. NOC 2 Their Lordships of the High Court (Andhra Pradesh) asserted that appointment requiring claim to be made by dependent (minors) of the deceased only if he attains majority within two years from death of the deceased. The claim made by the son of the deceased employee after he attained majority after eight years of death of his father cannot be entertained. In the decision reported in 2001 LAB I.C. 1268 Their Lordship of (Rajasthan High Court) observed that one can never claim appointment on compassionate ground as a matter of right. Only thing is that the authority is required to consider the case in accordance with the rules and if the authority has come to the conclusion that he or she will not be entitled then the Court ordinarily will not sit in appeal over such decisions in its writ jurisdiction. In the decision reported in AIR 2000 Supreme Court 2782 Their Lordships of the Hon'ble Apex Court observed "This Court has held in a number of cases that compassionate appointment is intended to enable the family of deceased employee to tide over sudden crisis resulting due to death of the bread earner who had left the family in penury and without any means of livelihood. In fact such a view has been expressed in the very decision cited by the petitioner in Director of Education versus Pushendra Kumar. It is also significant to notice that on the date when the first application was made by the petitioner on 2-6-88, the petitioner was a minor and was not eligible for appointment. This is conceded by the petitioner. There cannot be reservation of a vacancy till such time as the petitioner becomes a major after a number of years unless there is some specific provisions. The very basis of compassionate appointment is to see that the family gets immediate relief." In the decision reported in 2000 LAB I.C. Page 421 His Lordship held that as the very purpose of compassionate employment is to redeem the family from immediate financial hardship, the amendment contained in clause (3) of Rule 10 to make it available to a dependant whenever he attains majority cannot be sustained in the eye of law being violating of the provisions of Articles 14 and 16 of the Constitution. It opens a mode of employment by succession which is not permissible in law. If the eldest

dependant attains the age of 18 years after an inordinate delay from the death of the employee offering appointment at such a belated stage would not serve the purpose of granting immediate financial relief to redeem the aggrieved family from financial constraints. Therefore, the said clause being *ultra vires* is struck down. In the decision reported in AIR 1989 S.C. 1976 (1989 Lab IC 2014) in connection with *Sushma Gorasia versus Union of India* Lordships of Hon'ble Apex Court observed that the purpose of providing appointment on compassionate ground is to mitigate the hardship due to death of the bread-earner in the family. Such appointment should therefore, be provided immediately to redeem the family in distress. In *Umesh Kumar Nagpal Vs. State of Haryana* (1994) 4 SCC 138 (1994 AIR SCW 2305) the Hon'ble Apex Court has considered the nature of the right which a dependant can claim while seeking employment on compassionate ground. The Court has observed as under (at page 2307-2308 of Lab I.C.) :—

"It appears that there has been a good deal of obfuscation on the issue. As a rule appointment in the public services should be made strictly on the basis of open invitation or applications and merit. No other mode or appointment nor any other consideration is permissible. Neither the Governments nor the public authorities are at liberty to follow any other procedure or relax the qualifications laid down by the rules for the post. However, to this general rule which is to be followed strictly in every case there are some exceptions carved out in the interest of justice and to meet certain contingencies. On such exception is in favour of the dependants of an employee dying in harness and leaving his family in penury and without any means of livelihood. In such cases, out of pure humanitarian consideration taking into consideration the fact that unless some source of livelihood is provided the family would not be able to make both ends meet, a provision is made in rules to provide gainful employment to one of the dependants of the deceased who may be eligible for such employment. The whole object of granting compassionate employment is, thus to enable the family to tide over the sudden crisis. The object is not to give a member of such family a post much less a post for post held by the deceased. What is further, mere death of an employee in harness does not entitle his family to such source of livelihood. The Government or the public authority concerned has to examine the financial condition of the family of the deceased and it is only if it is satisfied that but for the provision of employment, the family will not be able to meet the crisis that a job is to be offered to the eligible member of the family.

The favourable treatment given to such dependant of the deceased-employee to such posts has a rational nexus with the objection sought to be achieved viz. relief against destitution. No other posts are expected or required to be given by the public authorities for the purpose. It must be remembered in this connection that as against the destitute family of the deceased, there are millions of other families which are equally, if not more, destitute. The exception to the rule made in favour of the family of the deceased employee is in consideration of the services rendered by him and the legitimate expectations and the change in the status and affairs of the family engendered by the erstwhile employment which are suddenly upturned.... Unmindful of this legal position, some Governments and public authorities have been offering compassionate employment sometimes as a matter of course irrespective of the financial condition of the family of the deceased..... The decision does not justify compassionate employment either as a matter of course..... The only ground which can justify compassionate employment is the penurious condition of the deceased's family..... The consideration for such employment is not a vested right..... The object being to enable the family to get over the financial crisis." (Emphasis added)

the concerned workman submitted that as the provision laid down in N.C.W.A. is a mandatory one the management cannot avoid their responsibility to provide employment to the petitioner. I have considered the provision of NCWA but the said provision does not provide reservation for future employment of any dependant. It is seen that after long years of death of Smt. Rajmatia Kamin the petitioner has come forward. It is fact that at the time of the death of his mother he was minor and for which there was no scope on his part to submit any such petition for employment. Therefore, after attaining majority he submitted the petition in question. Now the question is whether such petition can be entertained or not. Learned Advocate for the concerned workman referring the decision passed by this Tribunal in connection in Ref. No. 39/96 submitted that this Tribunal has considered future appointment of the dependant and referring the said Award he submitted that there is no impediment to pass Award of the petitioner also in the instant case. I have carefully considered the Award passed in Ref. No. 39/96 by this Tribunal. The said Award was passed in favour of the petitioner absolutely considering the case as a special one and it will expose clearly from the judgement under which circumstances the said award was passed. The facts of the instant case definitely cannot be equated with that of Ref. No. 39/96 and for which there is no scope to uphold the contention of the learned Advocate for the petitioner. N.C.W.A. has laid down for employment of the deceased with a view to give immediate relief to the bereaved family. Their Lordships of the Hon'ble Apex Court in the decision reported in AIR 2000 Supreme Court 2782 observed clearly that the basis of compassionate appointment is to see that family gets immediate relief. Now let us consider whether such relief is immediately required to the petitioner/concerned person or not. The petitioner/concerned person during his evidence disclosed that he is married and living separately at a separate establishment. This is a very averment of the petitioner disclosed that he has sufficient means of his livelihood with the help of which he is not only maintaining himself but also maintaining his family separately. Accordingly there is no scope to say that such employment will give him relief to maintain his livelihood. Compassionate appointment is given in case of extreme urgency with a view to give relief to the family. Here the picture appears to be quite different. The petitioner/the concerned person has the source to maintain his livelihood along with his family. Accordingly the concept on the basis of which the provision for employment was made in NCWA is not attracted here. Accordingly after careful consideration of all the facts and circumstances and also in view of my discussions above relying on the decisions I hold that the petitioner/concerned person is not entitled to get any relief. In the result, the following Award is rendered :—

"The management of Damoda Colliery in Barora Area I of M/s. BCCL is justified in denying employment to Shri Arjun Nonia S/o Smt. Rajmatia Kamin ex-wagon Loader who died in harness on 25-2-1979. Consequently, the concerned person is not entitled to get any relief."

B. BISWAS, Presiding Officer

नई दिल्ली, 3 फरवरी, 2003

का.आ. 735.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भा. को. को. लि. के प्रबन्धतंत्र के संबद्ध नियो-जकों और उनके कर्मकारों के बीच, अनुबन्ध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण II, धनबाद के पंचाट (संदर्भ संख्या 160/98) को प्रकाशित करती है, जो केन्द्रीय सरकार को 29-01-03 को प्राप्त हुआ था।

[सं.एन.-20012/178/97-आई.आर.-(सी-1)]

एस. एस. गुप्ता, अवसर सचिव

6. Therefore, considering the decisions referred to above it is clear that the Hon'ble Courts have totally discouraged consideration of future appointment. Learned Advocate for

New Delhi, the 3rd February, 2003

S.O. 735.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 160/98) of the Central Government Industrial Tribunal II, Dhanbad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of BCCL and their workman, which was received by the Central Government on 29-01-2003.

[No. L-20012/178/97-IR(C-1)]

S. S. GUPTA, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD

PRESENT :

Shri B. Biswas, Presiding Officer.

In the matter of an Industrial Dispute under Section 10(1)(d) of the I.D. Act, 1947.

Reference No. 160 of 1998

PARTIES :

Employers in relation to the management of M/s. BCCL and their workman.

APPEARANCES :

On behalf of the workman : None.

On behalf of the employers : Shri D. K. Verma,
Advocate.

STATE : Jharkhand

INDUSTRY : Coal

Dated, Dhanbad, the 15th January, 2003

AWARD

The Government of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10(1)(d) of the I.D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-20012/178/97-IR(Col-I), dated, the 3rd June, 1998.

SCHEDULE

"Whether the action of the management in denial of employment to the dependent of late Banshi Pasi of Buseria Colliery (Kusunda Area VI) as per clause 9.4.2 of NCWA is justified? If not, to what relief the dependent Shri Nandlal Passi is entitled to?"

2. The case of the concerned workman according to W.S. submitted by the sponsoring union on his behalf in brief is as follows :—

The sponsoring Union in their W.S. submitted that Banshi Pasi was employed at Baseria Colliery under Kusunda Area No. 6 by the management as Miner/Loader. He died on 24-10-83 while he was in service. After the death of Banshi Pasi his son Nanda Lal Pasi submitted representation to the management with all relevant papers for the employment on compassionate ground as per provision of clause 9.4.2(i) and (ii) of N.C.W.A. II but the management refused to give him any employment. As a result the sponsoring union raised an industrial dispute before the ALC(C), Dhanbad for conciliation which ultimately resulted reference to this Tribunal for award.

3. The management on the contrary after filing W.S.-cum-rejoinder have denied all the claims allegations which the sponsoring union asserted in their W.S. They submitted that though Nanda Lal Pasi through sponsoring union submitted representation for his employment as per clause 9.4.2 of NCWA-III after the death of Banshi Pasi they did not find any merit in such representation as the person concerned failed to produce necessary papers to show that he was the son of the deceased worker i.e. Banshi Pasi. They also have failed to give any satisfactory explanation for causing such long delay in filing such representation when said Banshi Pasi

died on 24-10-83. They submitted that at the instant of ALC(C), Dhanbad, they agreed to forward the application of the concerned workman to the headquarters after submission of full particulars relating to his claim in the prescribed form. The conciliation officer accordingly drew up the settlement dt. 20-5-92 to enable the sponsoring union to get his application duly certified by the competent authorities relating to genuineness of the fact that he was son of deceased worker Banshi Pasi. They submitted that on the basis of that settlement the sponsoring union submitted incomplete form without enclosing the relevant particular and certificates though they forwarded the same to the Headquarters. The Headquarters after examining the application and the nature of demand rejected the same. Actually neither the concerned workman nor the sponsoring union was able to submit any valid certificate to show that he was the son of Banshi Pasi. In view of the facts and circumstances they submitted that the concerned workman had no locus standi to raise any such industrial dispute through the sponsoring union. The management accordingly, have submitted their prayer to pass award rejecting the claim of the concerned workman.

4. The points to be decided in this reference are :—

"Whether the action of the management in denial of employment to the dependent of late Banshi Pasi of Buseria Colliery (Kusunda Area VI) as per clause 9.4.2 of NCWA is justified? If not, to what relief the dependent Shri Nandlal Passi is entitled to?"

5. DECISION WITH REASONS

The record shows that in spite of giving sufficient opportunities the sponsoring union have failed to examine any witness on their behalf in order to substantiate their claim. In view of such position management though declined to adduce any evidence on their part placed their argument. In view of such position now let me consider relying on the facts disclosed in the pleadings of both sides if the claim of the concerned workman stands on cogent footing or not and if he is entitled to get award in his favour.

6. Considering the facts disclosed in the pleadings of both sides I find no dispute to hold that Banshi Pasi was a Miner/loader at Baseria colliery under Kusunda Area No. 6. There is also no dispute to hold that said Banshi Pasi died on 24-10-88 while he was in service. It is the claim of the sponsoring union that after the death of Banshi Pasi his son i.e. Nandlal Pasi submitted a petition before the management for his employment as per clause 9.4.2 of NCWA-III but the management refused to give him any such employment. Thereafter the sponsoring union took up this issue with the management but in that case too they refused to consider his employment and for which they raised an industrial dispute before the ALC(C) Dhanbad for conciliation. They disclosed that the management before the conciliation officer though agreed and considered employment of the concerned workman retreated from their stand illegally, arbitrarily and violating the principle of natural justice.

7. On the contrary from the submission of the management I find a different picture. They submitted categorically that the prayer of Nanda Lal Pasi could not be considered for his employment as he failed to produce any cogent paper to show that he was the son of Banshi Pasi. They further alleged that long after the death of Banshi Pasi such claim for employment came into existence but neither the petitioner nor the sponsoring Union failed to justify why such inordinate delay was made in placing such claim. They admitted that before ALC(C) they agreed to forward the representation of the concerned workman to headquarter for consideration of his claim and accordingly asked him to submit the form duly filled in along with cogent papers in support of his claim. They submitted that the concerned workman through sponsoring union submitted the application which was incomplete but in spite of the said fact they forwarded the same of H.Q. and the H.Q. after scrutinising the application rejected the same.

8. Now considering all these facts the pertinent question which has come before this Tribunal is if the concerned workman was the son of Banshi Pasi and if so why he consumed long period to submit such application. There is no dispute to hold that Banshi Pasi was a Miner/Loader at Baseria colliery under the management. There is also no dispute to hold that he died while he was very much in service. The sponsoring union have claimed employment of the concerned workman as per clause 9.2 under NCWA-III.

I do not find any dispute relating to the provision as laid down in the said clause. But before applicability of the said clause it is expected that the claimant should come with clean hand. He also cannot avoid his responsibility to show that his employment is needed to save the family of the deceased from starvation. The management has categorically raised question if the claimant i.e. the concerned workman was the son of the deceased. Accordingly, they asked him to produce relevant paper in support of his claim. The allegation of the management is that inspite of giving opportunity neither the concerned workman nor the sponsoring union could be able to submit any such paper. Application of clause 9.4.2 of N.C.W.A. III comes into question subject to establishment of the fact that the claimant is genuinely the son of the deceased. To prove this aspect onus absolutely rests on the claimant to satisfy the management that actually he was the son of the deceased. It is really curious to note that inspite of getting opportunities the claimant did not consider necessary to submit any such paper before the management. Record shows clearly that sufficient opportunity was also given to the sponsoring union to file documents and also to adduce evidence in order to substantiate their claim but I should say that the sponsoring union has misused the privilege given to them. There was scope on my part to consider the claim in question if any paper would come before me.

9. The second allegation of the management is that the concerned workman made inordinate delay in submitting such application for employment and to that effect he has failed to give any satisfactory explanation. From the record it transpires that first application to that effect was submitted to the management by the claimant on 19-12-83 which was duly received by them. Thereafter the claimant met some queries of the management through his letter dt. 21-5-85 which was received by the management on 22-5-85. Accordingly, considering these papers I do not find any scope to say that the claimant/concerned workman made any delay in submitting the application in question for consideration of his employment. Therefore, there is sufficient scope to say that the plea taken by the management about making of inordinate delay in submitting application for employment finds no basis at all.

10. The only point which is to be considered here is if the concerned workman was the son of the deceased. This fact the concerned workman cannot avoid to establish. My discussion above will expose clearly that inspite of giving ample opportunities he has failed to produce any such cogent paper before this Tribunal. He had ample scope to substantiate his claim by adducing cogent evidence but the opportunity which he got has been misused by him. Accordingly, considering the facts and circumstances discussed above the concerned workman is not entitled to get relief in view of his prayer.

In the result, the following award is rendered :—

“Whether the action of the management in denial of employment to the dependant of late Bansi Pasi of Basseria colliery (Kusunda Area VI) as per clause 9.4.2 of NCWA is justified. Consequently, the concerned workman is not entitled to get any relief.”

B. BISWAS, Presiding Officer

नई दिल्ली, 4 फरवरी, 2003

का.आ. 736.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्काईलाइन एन.ई.पी.सी. लि. के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबन्ध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण II, मुम्बई के पंचाट (संदर्भ संख्या 74/1997) को प्रकाशित करती है, जो केन्द्रीय सरकार को 3-2-2003 को प्राप्त हुआ था।

[सं.-एल-11012/54/96-आई.आर.-(सी.-1)]

एम.एम. गुप्ता, अव्वर मन्त्रि

New Delhi, the 4th February, 2003

S.O. 736.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 74/1997) of the Central Government Industrial Tribunal II, Mumbai now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Skyline NEPC Limited and their workman, which was received by the Central Government on 3-2-2003.

[No. L-11012/54/96-IR(C-1)]

S. S. GUPTA, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. II, MUMBAI

PRESENT :

S. N. SAUNDANKAR, Presiding Officer. —

REFERENCE NO. CGIT-2/74 OF 1997

Employers in relation to the management of Skyline NEPC Ltd.,

The Managing Director,
Skyline NEPC,
Live-in-Apartment,
Behind Hotel Belmon,
Panaji,
Goa-403001.

The Director (HRD),
Lykamlabs Building,
77, Nehru Road,
Vile Parle (E),
Bombay-400 099.

AND

Their Workmen.

Ms. Sushma Kamat and 6 Ors.,
C/o P. J. Kamat,
3/S-4, Trionora Apartments,
Market,
Panjim,
Goa.

APPEARANCES :

For the employer : Mr. M. R. Anchan, Advocate.

For the workmen : Mr. P. J. Kamat, Advocate.
Camp : Goa dated 10th January, 2003

AWARD

The Government of India, Ministry of Labour by its Order No. L-11012(54)/96-IR(Coal-I) dttd. 13th October, 1997 in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act have referred the following dispute to this Tribunal for adjudication :

“Whether the action of the management of Skyline NEPC Ltd., Bombay in retrenching/terminating the services of Ms. Sushma Kamat, Ms. Rupa Borker, Mahadev V. Masurkar, Sudesh Raul, Vithu R. R. Paul, M. Fernandez and S. Pereira w.e.f. 2-5-96 is legal and justified? If not, to what relief are these workmen entitled?”

2. Seven workers named in the schedule of reference by Statement of Claim (Exhibit-6) pleaded that they were employed by Damania Airways Ltd., Bombay which was taken over in 1995 by Skyline NEPC alongwith their services and other benefits. It is averred that workman Mrs. Sushma Kamat was appointed as Traffic Assistant w.e.f. 1-3-93 and was re-designated as ‘Passenger Service Assistant’ in January 1996. Ms. Rupa Borker was appointed as Traffic Assistant w.e.f. 1-1-95 and redesignated as ‘Passenger Service Assistant’ in January 1996. Mr. Mahadev V. Masurkar was appointed as Traffic Helper w.e.f. 8-3-93. Mr. Sudesh Raul as Security Guard from 1-4-94. Mr. Vithu K. Raul as General Worker

from 1-5-93, Mr. Maximian Fernandes as General Worker from 10-1-94 and Mr. Socorro Pereira as Porter-cum-Driver w.e.f. 19-4-94 and that they were in the service of Skyline NEPC. It is contended they all were retrenched by order dtd. 2-5-96 however they were not given notices nor the retrenchment compensation nor any dues though all of them put in more than one year continuous service on the date of termination. It is contended that the workmen under reference by letter dtd. 13-5-96 had protested their retrenchment with ALC(C) Vasco-da-Ganja but in vain. It is pleaded by the workmen that at the time of retrenchment management had not displayed any seniority list as required under Rule-76 of the Industrial Disputes (Central Rules) 1957 and that retaining juniors they were retrenched. Consequently their termination being against the provisions of the I.D. Act and the rules, the management be directed to reinstate them with full back wages.

3. Management Skyline NEPC resisted the claim of workmen under reference by filing Written Statement (Ex-9) contending that the Damania Airways Ltd. was running into losses and that losses continued even after taking over it by Skyline NEPC till the closure of the Airlines on 30-6-97. It is pleaded that the workmen under reference were the staff employed at the Goa office. In the beginning there were two flights to Goa. Since there was no passenger traffic the flights were reduced to one per day and due to reduction in flights some staff was rendered surplus therefore the management decided to retrench the seven workers under reference and accordingly their services were terminated w.e.f. 2-5-96. It is averred that while terminating the services the management had offered the workmen under reference the notice pay and retrenchment compensation however they all refused to accept the same. It is pleaded, as there was no work available the workmen were retrenched and that the company was closed since 30-6-97, consequently the concerned workmen are not entitled to any relief. It is contended the retrenchment being legal and justified the claim of the workmen under reference be dismissed with costs.

4. By Rejoinder (Exhibit-10) workmen under reference reiterated the recitals in the Statement of Claim denying the averments in the Written Statement.

5. On the basis of the pleadings my Learned Predecessor framed issues at (Exhibit-12). In that context workmen under reference viz. Mrs. Sushma Kamat, Mrs. Rupa Kudchadker, Mr. Mahadev Masurkar, Mr. Sudesh Raul, Mr. Maximian Fernandes, Mr. Socorro Pereira, Mr. Vithu K. Raul filed their affidavits in lieu of Examination-in-Chief (Exhibit-14 to 20) and closed oral evidence vide purshis (Exhibit-23). In rebuttal, Accounts Manager Mr. S. Ramakrishnan on behalf of Skyline NEPC Ltd. filed affidavit in lieu of Examination-in-Chief (Exhibit-25) however, it is seen from the record he was not present for the cross-examination.

6. Workman filed written submissions (Exhibit-29) and the management (Exhibit-34). On hearing the counsels at length, perusing the record and the written submissions, I record my findings on the following issues for the reasons stated below:—

Issues	Findings
1. Whether it is proved that the action of the management in retrenching the workmen mentioned in the schedule is legal and justified?	No
2. Whether it is proved that the management complied with the provisions of the retrenchment before termination?	No
3. If not, to what relief are these workmen entitled to?	As per order below.

REASONS

7. Admittedly seven workmen under reference were previously in the employment of Damania Airways Limited Mumbai and after taking over it under the agreement, they continued to be in the service of the management Skyline NEPC in May 1995. The workers under reference vide affidavit in lieu of Examination-in-Chief stated that they

were retrenched by the management on 2-5-96 without giving notice pay, retrenchment compensation and the dues and further disclosed that at the time of retrenchment, the company did not display seniority list as required under Rule-76 of the Industrial Disputes Rules and had retained juniors therefore their termination is illegal. On the other hand, the company pointed out that there was no flights to Goa since Maich 1996 the workmen were retrenched and subsequently Airlines was closed down from 30-6-97 and further pointed out that no juniors to the workmen were retained in the service and that while retrenching the workmen the notice pay and retrenchment compensation was offered however they refused to accept. They have disclosed due to violence by the union all the records of Goa office and the Mumbai office was destroyed in September/October 1997. The company therefore pointed out that the retrenchment is legal.

8. Their Lordships of Apex Court in National Iron & Steel Co. Ltd. V/s. State of W.B. reported in 1950/83 Vol. 7 SCLJ 299 at page 310 held as follows:

"The third point raised by the Additional Solicitor-General is also not one of substance. According to him, retrenchment could only be struck down if it was mala fide or if it was shown that there was victimisation of the workmen etc. Learned Counsel further argued that the Tribunal had gone wrong in holding that the retrenchment was illegal as Section 25F of the Industrial Disputes Act, 1947 had not been complied with. Under that Section, a workman employed in any industry, should not be retrenched until he had been given one month's notice in writing indicating the reasons for retrenchment and period of notice had expired, or the workman had been paid in lieu of such notice, wages for the period of notice. The notice in this case bears the date November 15, 1958. It is to the effect that the addressee's services were terminated with effect from November 17, and that he would get one month's wages in lieu of notice of termination of his service. The workman was further asked to collect his dues from the cash office on November 20, 1958 or there after during the working hours. Manifestly Section 25F had not been complied with under which it was incumbent on the employer to pay the workmen, the wages for the period of the notice in lieu of notice. That is to say, if he was asked to go forthwith he had to be paid at the time when he was asked to go and could not be asked to collect his dues afterwards. As there was no compliance with Section 25F we need not consider the other points raised by the learned counsel. This conclusion receives support from the observations of this court in Bombay Union of Journalists V/s. the State of Bombay (4). Incidentally it may also be pointed out that the retrenchment of Sushil does not seem to be otherwise justified in that following the principle of 'last come first go', Sushil could not be called upon to leave the Company's service. Another employee by name Joy Kishen, Junior to Sushil, was retained in service. No doubt, the Labour Officer, Jha, tried to make out a case in his oral evidence that Joy Kishen was retained in service because he was doing a special job at the time while Sushil was not....."

Further observed that, the following tests are necessary to be complied with:

- (1) that the wages of one month in lieu of notice are offered/paid to the workmen.
- (2) retrenchment compensation is offered/paid to the workmen.
- (3) juniors to be retrenched first.

Workmen under reference denied straight away that they were paid all settlement dues and that seniority list was displayed. So far the seniority list category wise is concerned, it is necessary to be prepared and displayed, which is a mandatory requirement of Rule-58 of which object is to ensure due compliance of Section 25G of the Industrial Disputes Act i.e. 'last come first go'. In Trade Wings Limited Vs. Prabhakar Dattaram Phodkar of Bombay and Ors. 1992 I CLR 480 His Lordship of Bombay High Court observed that:

"Failing to display the seniority list amounts to departure of the mandatory provisions under Rule-81".

and on that count quashed the retrenchment. In the case in hand according to company they had prepared the seniority list but nothing on record. The Learned Counsel Mr. Anchan submitted that record was destroyed in the violence from the union in September/October 1997. Accounts Manager Mr. Ramakrishnan deposed to that effect in para 5 of his affidavit (Exhibit-25), however he was not present for his cross-examination though sufficient time given as seen from the Roznama dated 29-10-2001 which indicates that either the management to conceal material facts from the tribunal or the witness concerned afraid to bring the real facts before the tribunal chosen not to enter into the witness box.

9. So far notice pay and retrenchment compensation under Section 25F of the Industrial Disputes Act is concerned, the learned counsel for the company, Mr. Anchan submitted that the same was offered but the workmen refused to accept the same, however evidence to that effect has been destroyed and therefore, cannot be filed on record, is difficult to implicit reliance which squarely point out departure of the management from the mandatory provisions of Section 25F of the Industrial Disputes Act.

10. According to management Company, it has closed its Airlines in Goa on 30-6-97. Nothing to show that Airlines was operating in Goa therefore, it will have to be said that it was closed on 30-6-97. Since Airlines in Goa was closed on 30-6-97, question of reinstating the workmen in service does not arise, however since the workmen were retrenched illegally and unjustifiably contrary to the provisions of the Industrial Disputes Act, they are entitled to regular wages from the date of termination i.e. 2-5-96 till the closure i.e. 30-6-97. Consequently issues are answered accordingly in the negative and hence the order :

ORDER

The action of the management of Skyline NEPC Ltd. Bombay in retrenching/terminating the services of workmen under reference namely Mrs. Sushma Kamat, Ms. Rupa Borkar, Mahadev V. Masurkar, Sndesh Raul, Vithu R. R. Paul, M. Fernandes and S. Pereira w.e.f. 2-5-96 is not legal and justified.

Since the Airlines at Goa closed on 30-6-97 the management is directed to pay regular wages to them from the date of termination i.e. 2-5-96 till the closure of Airlines at Goa i.e. 30-6-1997.

S. N. SAUNDANKAR, Presiding Officer

नई दिल्ली, 5 फरवरी, 2003

का.आ. 737 :—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एयर इण्डिया के प्रबन्धन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबन्ध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण II; मुम्बई के पंचाट (संदर्भ संख्या 43/1998) को प्रकाशित करती है, जो सरकार को 3-02-2003 को प्राप्त हुआ था।

[सं. -एल.-11012/19/97-आई.आर. (सी-1)]

एस. एस. गुप्ता, अवसर सचिव

New Delhi, the 5th February, 2003

S.O. 737.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 43/1998) of the Central Government Industrial Tribunal II, Mumbai now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Air India

and their workman, which was received by the Central Government on 3-2-2003.

[No. L-11012/19/97-IR(C-1)]

S. S. GUPTA, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. II, MUMBAI

PRESENT :

S. N. Saundankar, Presiding Officer.

Reference No. CGIT-2/43 of 1998

Employers in relation to the management of Air India

The Director (HRD),
M/s. Air India Ltd.,
Air India Building,
Nariman Point,
Mumbai 400 021.

AND

Their Workmen

Mr. N. M. Bansode,
B/314, Room No. 3,
Government Colony,
Bandra (E),
Mumbai 5.

APPEARANCES :

For the Employer : Mr. L. L. D'Souza, Representative.

For the Workmen : Ms. K. N. Samant, Advocate.

Mumbai, dated 23rd December, 2002

AWARD

The Government of India, Ministry of Labour by its Order No. L-11012/19/97-IR(C-1) dated 13-4-98 in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act 1947 have referred the following dispute to this Tribunal for adjudication.

"Whether the action of the management of M/s. Air India Ltd. in discontinuing the services of Mr. N. M. Bansode Ex-casual labour w.e.f. 30-6-95 without observing the provisions of the Industrial Disputes Act, 1947 is legal and justified? If not, what relief the workman concerned is entitled to?"

2. Workman Shri Bansode was engaged in the year 1991 as casual labour with Air India Ltd. in the cargo section. By Statement of Claim (Exhibit-7) workman averred that after rendering satisfactory services by the letter dated 7-4-95 he was selected for the post of cleaner/loader/handy-man/peon/safaiwala in the IFS Department subject to medical fitness. It is pleaded that workman was declared unfit in the medical examination vide letter dated 27-6-96 and consequently his services were terminated with immediate effect and on receipt of that letter it is pleaded the workman approached the management company and the ophthalmic surgeon and penal doctor of Air India who in turn opined that he was fit to do the work. However, the management indulged in unfair labour practice neglected the workman therefore, the workman approached the A.L.C.(C) who in turn tried conciliation but failed. It is pleaded that workman had completed 240 days and that the work which he was doing was permanent in nature and therefore, his termination was illegal. It is pleaded

the union filed writ petitions and thereafter the reference was referred by the Government. It is contended discontinuation of the services of workman was illegal and therefore, the management be directed to reinstate him with full back wages.

3. Management-Company resisted the claim of workman by filing Written Statement (Exhibit-8) contending that in the schedule of reference by the Ministry dated 23-2-93 in Reference No. 17 of 1993 workman was party alongwith other casual workers. The Tribunal by the Award dated 23-10-1996 dismissed the same against which Writ Petition No. 430 of 1998 was preferred. However, the same came to be dismissed on 11-2-2000. Therefore, the tribunal again cannot entertain the contentions already adjudicated and upheld by the High Court consequently cannot give relief to the workman in the reference hence reference deserves to be rejected. Management has denied that the termination of workman amounts to retrenchment contending that as per the directions of the Hon'ble High Court in Writ Petition No. 99 of 1992 and 1110 of 1993 the workers found medically fit were regularised. However workman Bansode since found medically unfit was discontinued in June, 1995. According to management workman's claim being devoid of substance be dismissed in limine.

4. On the basis of the pleadings and in the light of the decisions my Learned Predecessor framed issues (Exhibit-9) and in that context both the parties led oral and documentary evidence.

5. Workman filed written submissions (Exhibit-50, 51 and 54) with copies of rulings and the management (Exhibit-52/53). On hearing the Learned Counsel for both sides and perusing the record and the written submissions, I record my findings on the following issues for the reasons mentioned below :—

Issues	Findings
1. Whether the action of the management of M/s. Air India Ltd. in discontinuing the services of Bansode ex-casual labour w.e.f. 30-6-95 is legal and justified?	Does not survive.
1A. Whether discontinuing the services of Bansode amounts to retrenchment?	Does not survive.
1B. If yes, whether the provisions of the Industrial Disputes Act of 1947 were not followed before retrenchment?	Does not survive.
1C. Whether in view of the decision in writ petition Nos. 99/1992 and 1110 of 1993 and the order No. L-11011/2/92-IR(Misc.) dt. 23-2-93 and the decision thereon the present reference is not maintainable?	Not maintainable.
2. If not, what relief the workman is entitled to?	As per order below.

REASONS

6. At the threshold the Learned Representative for the company Mr. D'Souza inviting attention to the Award in the Reference No. 17 of 1993 dated 23-10-96 and the High Court decision dt. 11-2-2000 in Writ Petition No. 430 of 1998 submitted that since the workman Bansode was party to the above said reference which was decided on merits holding the action of the management terminating the services of Bansode and others justified the same cannot again be agitated and in that context the instant reference is not maintainable and therefore, Issue No. 1C be answered accordingly. He submits it is settled legal position that once the point as regards discontinuation of service of Bansode alongwith other workman mentioned in the schedule to the reference No. 17 of 1993 was adjudicated on merits by the competent Tribunal/forum the same cannot be re-adjudicated which operates res judicata. On the other hand, the Learned Counsel for the workman Smt. Kunda Samant submits that since workman was not terminated question of his discontinuation as averred in Reference No. 17 of 1993 and Award passed therein, cannot be made applicable to workman and therefore, she submits the reference is well maintainable and that this Tribunal has jurisdiction in width. I have gone through the proceedings in Reference No. 17 of 1993 and the decision of the Hon'ble High Court in Writ Petition No. 430 of 1998. At the same time by order dt. 23-12-2002 this tribunal held application under Rule-28 not maintainable with detailed reasoning in Misc. Appln. No. 1/99 and in this context I find force in the submission of Mr. D'Souza for the company. It is apparent that my Learned Predecessor on merits by the Award dt. 23-10-96 directly on the point under reference, alongwith other workers therein held the action of the management of Air India concerning to the casual workers was justified and that the same was confirmed by the Hon'ble High Court in Writ Petition No. 430 of 1998. Therefore, the point in question already been adjudicated cannot be reagitated and that operates and res judicata and from this legal aspect the reference is apparently not maintainable. In this view of the matter Issue No. 1C will have to be answered in the affirmative and consequently the remaining issues do not survive, as it will be futile effort to discuss on that, and hence the order :—

ORDER

Reference stands disposed of as not maintainable.

S. N. SAUNDANKAR, Presiding Officer

नई दिल्ली, 6 मार्च, 2003

का.आ. 738 :—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार कुवैत एयरवेज के प्रबन्धन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबन्ध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण II, मुम्बई के पंचाट (संदर्भ संख्या 2/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 5-02-2003 को प्राप्त हुआ था।

[सं. एल.-11012/80/2001-आई.आर. (सो-1)]

एस.एस. गुप्ता, अवर सचिव

New Delhi, the 6th February, 2003

S.O. 738.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 2/2002) of the Central Government Industrial Tribunal II, Mumbai now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Kuwait Airways and their workman, which was received by the Central Government on 5-02-2003.

[No. L-11012/80/2001-IR(C-1)]

S. S. GUPTA, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. II, MUMBAI

PRESENT :

S. N. Saundankar, Presiding Officer

Reference No. CGIT-2/2 of 2002

Employers in relation to the management of Kuwait Airways Corporation.

The Manager,
India Kuwait Airways Corporation,
86, Chateau Windsor,
Veer Nariman Road,
Churchgate,
Mumbai-400020.

AND

Their Workmen.

Vice President,
Kuwait Airways Corporation Employees Association,
L-401, Kalpita Enclave,
Sahar Road,
Andheri (E),
Mumbai-400 069.

APPEARANCES :

For the Employer : Mr. Abhay Kulkarni, Advocate.

For the Workmen : Mr. S. K. Talsania & Ms. Nandini Menon, Advocates.

Mumbai, dated, 30th December, 2002

AWARD

The Government of India, Ministry of Labour by its Order No. L-11012/80/2001-IR (C-I), dated 9-1-2002, in exercise of the powers conferred by clause (d) of Sub-section (1) and Sub-section 2(A) of Section 10 of the Industrial Disputes Act have referred the following dispute to this Tribunal for adjudication :

“क्या कुवैत एअरवेज कॉर्पोरेशन, मुंबई द्वारा सूची में दिए गए 69 कर्मकारों को 29-10-2001 से छटनी किया जाना उचित एवं विधि संगत है? यदि नहीं तो उक्त कर्मकार किस राहत के पात्र हैं ?”

2. By Statement of Claim (Exhibit-5) Kuwait Airways Corporation Employees Association pleaded that it is a Trade Union registered under Trade Unions Act, 1926 affiliated to the Bharatiya Kamgar Sena. It is contended the said union is only union representing all the workers employed by the Kuwait Airways Corporation in Mumbai of which the workers under reference are members. It is averred that Corporation is carrying on its operations from Mumbai, Delhi, Trivandrum and Chennai which has excellent business both in relation to transport of passengers as well as cargo and

that the Corporation has five premises at Airport and one office in Mumbai known as City Office. It is contended that till November, 1990 the Corporation had in its employment around 140 workers out of which 96 were employed at the Airport and 44 were employed at City Office and that from 14th December, 2000 the Corporation illegally and unjustifiably terminated the services of 55 workers from various categories who had raised industrial dispute bearing Rf. No. CGIT-2/56/2000 which is pending before the Tribunal. Union pleaded that w.e.f. 29th October, 2001 Corporation terminated the services of further 69 workers under reference thereby only one workman remained at the Airport and about 15 at the City Office and still the Airlines activity is going on. According to union the workers under reference are employed in various categories in Corporation like Duty Officer, Senior Traffic Officers, Senior Sales Representative, Traffic Officers, Freight Supervisors, Reservations Supervisor, Reservations Officer, Senior Sales Officers, Secretaries etc and all the categories are workmen as defined under Section 2(s) of the Industrial Disputes Act.

3. It is averred by the union that the wage bill of the company so far as workmen in Mumbai was only 3.5 crores per annum when all 140 workers were in employment thereby the percentage of salary with the revenue earned from Mumbai operations is just 3.1 per cent which indicate that the employees of the Corporation are not highly paid employees compared with other Airlines Industry by retrenching the entire staff the Corporation would save such an appreciable cost. It is contended during the Gulf war when Kuwait was invaded by Iraq (1990-91) there were no operations between India and Kuwait, still the entire work force in Mumbai was retained in as much as the wage bill of the Corporation employees was negligible.

4. According to the union, in the notice of retrenchment it is falsely mentioned that the Corporation for past several years is incurring huge financial losses and that there had been recession in the Airlines industry globally. It is averred, India is the principal sector of earning for the Corporation. There have been seven flights in a week between Kuwait-Mumbai, 7 flights a week Kuwait-Delhi, 4 flights a week Kuwait-Trivandrum and 4 flights a week Kuwait-Chennai and that the Corporation has the maximum revenue from India out of which Mumbai constitutes maximum revenue profits, which is the key station. It is pleaded by the union that Corporation illegally and unjustifiably retrenched the workers under reference, which capricious and without rhyme or reason, and that retrenchment is a colourable exercise of powers and by way of victimisation. It is contended under Rule-77 of Industrial Dispute (Central) Rules 1957 the employer is required to prepare the list of all workmen in particular category from which retrenchment is contemplated, arranged according to the seniority of their service and cause a copy thereof to be pasted on a Notice Board. However no such notice was exhibited by the employer before effecting retrenchment of the workers under reference, thereby the Corporation has not followed the rule of 'last come first go' which is violation of provisions of Section 25G of the Industrial Disputes Act, since the Corporation retained the services of the juniors to the retrenched workers for no reason. It is contended after retrenchment of the workers also the Corporation is operating the flights and that interviews were held for selection of Cabin crew, thereby the Corporation has outsourced all the candidates related to ground handling services to outside Contractors and that all the regular work which the retrenched workers were performing is now being performed by contract employees it is contended after the retrenchment of the workers under reference the Corporation had invited quotations for ground handling services at Mumbai which shows that there had been no fall in the operation or the revenue and that the Corporation had decided to add one more destination in the country and to begin thrice a week flight from Cochin to Kuwait. It is pleaded the Corporation has more than sufficient work to provide the workers under reference. However, the Corporation is taking undue advantage of the incident did, 11th September 2001. It is pleaded that the Corporation retrenched the workers under reference though proceeding in respect of Charter of demands submitted by the union were pending and that the employer without seeking prior permission of the Conciliation Officer did that in violation of Section 33(1)(a) of the I.D. Act. It is pleaded that the cheques which were offered to the employees were issued not by the Corporation but by some third party. Moreover, no break-up showing calculation of retrenchment compensation, notice

pay and other dues has been given alongwith a cheque and averred that amount offered is not correct, proper and adequate as per the mandatory provisions of Section 25F of the Industrial Disputes Act, 1947 and further contended that termination of service and offering of the amount do not form part of the same transaction as in fact the services are terminated before the receipt of the order of termination and the amount, alleged to be representing mandatory provisions under the law. For all these reasons it is pleaded by the union the retrenchment is not only unjustifiable but fully illegal. Consequently contended to direct the management Corporation to reinstate the workmen in service with continuity and full back wages.

5. Management-Kuwait Airways Corporation resisted the claim of union by filing Written Statement (Exhibit-7) contending that the reference is not maintainable inasmuch as the union concerned has no locus standi to represent the retrenched employees as all the employees of the Corporation who were office bearers of the said union came to be retrenched on account of their respective seniority in their respective grades and categories and that all existing employees of the Corporation who were members of the said union have apprised the Corporation that they have resigned voluntarily from the membership of the union thereby the union has nil membership and consequently the union becomes defunct and no more in existence therefore, question of the union having a valid managing committee consisting of office bearers as prescribed under Section 22 of the Trade Unions Act 1926 for any purpose whatsoever does not arise and in the circumstance the statement of Claim signed by the signatory in his capacity of Office Bearer of the Union is not a legal and valid document. It is contended that the union was formed for the sole purpose of being bargaining agent to existing employees and any membership of non-employees including ex-employees of the Corporation is against the object of the union and hence not permissible. Consequently reference is not maintainable before any forum.

6. It is pleaded by the management that the employees who were working as Duty Officer-A, Senior Traffic Officer, Traffic Officer-A, Traffic Officer-B, Security Officer-A, Security Officer-B, Bill Collector, Senior Sales Representative, Freight Supervisor-A, Freight Supervisor-B, Senior Sales Officer, Reservation Supervisor, Reservation Officer-A and Reservation Officer-B are not workmen as defined under Section 2(S) of the Industrial Disputes Act as main functions of the said retrenched employees are Managerial, Administrative and Supervisory in nature and the said employees were drawing wages exceeding Rs. 1600/- per month. Corporation therefore contended that the claim of the union that all the retrenched employees are workmen is not true.

7. According to Corporation during the invasion on Kuwait, all offices and property belonging to Corporation located in Kuwait was destroyed, looted and plundered, incurring huge losses and that losses was a major back breaking jolt to the Corporation and further averred that during the period of invasion the entire operation of the Airlines was suspended globally, however due to graciousness carrying attitude even during crisis Corporation continued to pay full wages because the wage bill of the said employees was low. It is averred thereafter the entire Airline industry was hit by acute global recession and since past several years the Corporation has been incurring huge financial losses not only in India but globally. It is averred, due to global recession there is reduction in tourism, coupled with acute cash crunch in the business sector resulting into cut-throat competition, unbridled fare cutting and consequent reduction in yields and further contended that the entire Airline industry including Kuwait Airways Corporation was faced with lower passenger load factors as well as lower yields due to reduced First Class and Business Class Travel although there was a constant increase in costs which were beyond the Airlines control like fuel costs, parking charges and other fixed expenses. It is pleaded that the acute difficulties faced by the Airline industry have now been further heightened by the recent terrorist attacks on USA and its war with Afghanistan in retaliation, thereby passenger load factors have dropped precipitously not only in this Airlines but in all other Airlines, as a consequence, Airlines had to take immediate measures throughout its network to cut down on surplus staff, as any failure to stem the losses

at the crucial stage would have disastrous consequences for the Airline, and therefore the management had no alternative but to retrench the employees. It is pleaded that on the one and the management faced with mounting losses and recessionary business conditions, and on the other hand, it had found in-current economic and business scenario, the Mumbai Station is grossly over-manned and had a large number of surplus staff. It is averred that the performance of the Mumbai Station from April 1999 to October 2001 was consistently lower, due to reduction in passenger flights and cargo whereby over-all revenue and utility was severely affected so also due to devaluation of currency loss had been incurred. It is averred for the reasons referred to above Corporation left with no alternative but to control their overhead costs in an attempt to restore the economic viability of Indian Operations by reducing surplus workmen staff by way of retrenchment in accordance with the provisions of the Act.

7. It is averred by the Corporation that on and from 17-10-2001 the Corporation placed a Seniority list on the notice board in accordance with the provisions of Section 25 G of the Industrial Disputes Act and that 'retrenchment' is affected on the basis of 'last come first go' in the categories and grades and further averred that the Banker's Pay Order in favour of each retrenched employees towards retrenchment compensation, one month's wages in lieu of one month's notice in addition to gratuity and cost of living allowance was given which was compliance of Section 25 F of the Industrial Disputes Act. It is contended that retrenchment is not a change in service condition and for all these reasons, the Corporation contended the retrenchment is legal and fully justified and consequently claim of the union being devoid of substance be dismissed with costs in limine.

8. By Rejoinder (Exhibit-8) union reiterated the recitals in the Statement of Claim denying the averments in the Written Statement. It is contended that the retrenchment is totally illegal and unjustified.

9. On the basis of the rival pleadings of the parties issues were framed at Exhibit-14 and in that context on behalf of the union workers under reference namely Rajendra Singh, Titus Adolf Sequeria, Anil Kumar Gulati, Sivaram Krishna Janupamala, Sameer R. Panchal, Ravindra Nilkanth Denge, Shamina Masali, Ouresh Juzer Narawalla, Mrs. Leena Kamath, filed affidavits in lieu of Examination-in-Chief (Exhibit-20 to 24 and 28 to 31) and affidavit of Vice President of the Union Mr. Gilbert William Sequeira (Exhibit-36) and eventually union closed oral evidence vide pursis (Exhibit-40). In rebuttal, however management filed affidavit by way of Examination-in-Chief of Sr. Regional Director Mr. Abdunasser Bahrami (Exhibit-42) and the management closed oral evidence vide pursis (Exhibit-46).

10. Union filed written submissions (Exhibit-47/48/50) alongwith copies of rulings and the management (Exhibit-49). On perusing the record as a whole the written submissions and hearing the counsels for both sides at length, I record my findings on the following issues for the reasons mentioned below :—

Issues	Findings
1. Does Management prove that reference is not maintainable as the union had no locus standi to represent are retrenched employees as averred in para 4 of the Written Statement ?	Reference is maintainable.
2. Whether the workers under reference are 'workmen' under Section 2(s) of the Industrial Disputes Act ?	Yes.
3. Whether the management complied with the provisions of Section 25F of the Act, in connection with the workers under reference ?	Yes.
4. Whether the action of the management Kuwait Airways Corporation Limited in retrenching the 69 workmen set out in the enclosed list w.e.f. 29-10-2001 is legal and justified ?	No

5. What relief the workers are entitled to? As per order below.

REASONS

11. At the outset the Learned Counsel Shri Kulkarni for the management Kuwait Airways Corporation inviting attention to Written Statement para 4 submitted that admittedly all the employees of the Corporation who were office bearers of the union came to be retrenched and that all existing employees of the Corporation who were members of the union had intimated the Corporation that they all resigned voluntarily from the membership of the union, therefore the union has Nil membership which is now defunct and no more in existence, therefore the question of the union having a valid managing committee consisting of office bearers as prescribed under Section 22 of the Trade Unions Act 1926 for all purposes whatsoever, does not arise. He urged with force that the Statement of Claim signed by the Signatory in his capacity of an Office Bearer of the union is not legal/valid document and in spite of this knowingly the claim came to be filed which can be said that the union has not come with clean hands and therefore he submits the union has no locus standi to represent the existing employees and consequently the reference as a whole is not maintainable. On the other hand, the Learned Counsel Mr. Talsania for the union urged with force that the definition of the 'workman' include for the purpose of any proceeding under the Industrial Disputes Act, dismissed, discharged or retrenched workmen whose dismissal, discharge or retrenchment has led to that dispute. Therefore he submits merely because the office bearers of the union have been retrenched they cease to be workmen is devoid of substance in-as-much-as the argument of the Corporation is accepted, then it would mean that in case of the closure of undertaking there cannot be any Industrial Dispute since all the employees would have been terminated. He urged that merely because the workmen have been retrenched it cannot be said that they have ceased to be workmen as the definition of the term workman reads as follows:

"workman" means any person (including an apprentice) employed in any industry to do any manual, unskilled, skilled, technical, operational, clerical or supervisory work for hire or reward, whether the terms of employment be expressed or implied, and for the purposes of any proceedings under this Act in relation to an industrial dispute, includes any such persons who have been dismissed, discharged or retrenched in connection with, or as a consequence of that dispute or whose dismissal, discharge or retrenchment has led to that dispute, but does not include any such person—

- (i)
- (ii)
- (iii)
- (iv)

He submits all the retrenched workmen since fall within the definition of workman, the union has locus to espouse the cause of these workmen. Consequently the Statement of Claim is valid and that this Tribunal has jurisdiction in width and consequently the reference is maintainable.

12. Mr. Ravindra Denge Witness No. 6 of the union in cross-examination page 4 disclosed that at the time of Conciliation proceedings and the filing of Statement of Claim no office bearers of the union were in the employment. Catching this thread, Mr. Kulkarni inviting attention to para 8 of the Written Submissions (Exhibit-49) submitted that it is not the case of the Corporation that the retrenched employees falling within the ambit of the act cannot have any recourse to redress their grievances if any, before the Tribunal in the absence of any union, but the employees could have jointly or individually prosecute the reference before the Tribunal however the position would be that the representation of the retrenched workmen should be in accordance with law and that in the absence of constitution before the Tribunal to show that membership of such Ex-employees is permitted or any evidence to that effect, the retrenchment of the employees automatically terminates the membership of the union and hence question of any employees being Office bearers of the union is out of question and from this point of view, looking to the provisions under Section 22

of the Trade Union Act he submits, the managing committee cannot claim that it has power to represent the retrenched employees and therefore for want of locus standi of the union, the reference is not maintainable. On going through the relevant provisions of the Trade Unions Act, the definition of workman under Section 2(s) of the Industrial Disputes Act and the evidence on record, I find force in the submission of the Learned Counsel for the union Mr. Talsania. To my view, the retrenched employees since fall within the definition of the term 'workmen', can espouse the dispute under the Act. Consequently the union has locus standi and that the reference is maintainable and this Tribunal has jurisdiction in width hence Issue No. 1 is answered accordingly.

13. Once it is clear that the reference is maintainable point crops on whether all the retrenched employees are 'workman' under Section 2(s) of the Industrial Disputes Act. According to the management Corporation 34 out of the 69 retrenched employees as averred in Written Statement para 5 perform Managerial Administrative and Supervisory duties and therefore do not fall within the definition of 'workman' under the Industrial Disputes Act, therefore the reference as a whole is not tenable. The categories of the employees referred to above is reproduced in Award para 6. Union's case is that all the retrenched employees including disputed employees are 'workmen' under the Act, as they do not perform administrative, supervisory and managerial duties. Their Lordships of Bombay High Court in Waman Ganpat Raut V/s. Cadbury-Frv (India) Pvt. Ltd. & Anr 1980(41) FLR 156 Their Lordships ruled:

"Whether the employee is a workman within the meaning of definition burden of proof is on the employer who challenges".

According to union, Corporation has completely failed to discharge burden of proof as no details about the nature of work being performed by the disputed category of employees has been set out. Apart from this the issue being crucial it is necessary to consider the record as a whole in this regard. Almost all the witnesses examined by the union deposed to the effect that they are workmen since they had no power to sanction leave or take any disciplinary action against other workmen. Rajendra Singh was employed as duty officer however according to him, the work done by him in the traffic department is similar to that of Traffic Assistant employed by Air India Limited who are treated to be workmen and that he was assigned additional incidental function of allocating duties to his fellow workmen and that he was not exercising Managerial, Administrative or Supervisory functions. In cross-examination para 7 he admits that duty officers and traffic officers send instructions to cargo operations regarding permissible load etc. and that it was his duty to arrange for Hotel accommodation of passengers in case of over booking/cancellation of flights and to deal with passengers who have lost their baggage and that his actions of duty officer while dealing with the passengers is binding on the company. Titus Adolf Sequeria a traffic officer stated that he was required to wear uniform while on duty however he did not supervise working of any other workmen and that in cross-examination para 7 stated that they were working under the instructions of Station master but he was not authorised to make endorsement of excess baggage on passenger tickets. He disclosed that he was not taking any independent decision, Anil Gulati a Security Officer deposed to the effect that if he finds defects or observes any unusual thing he is required to inform to the Security Manager and that his work was not administrative and that in cross-examination he admitted, if anything suspicious found in the screening during scrutiny, they are authorised to ask the passenger to open the baggage to take physical examination and that they keep watch on the movement of passengers. Shivram Janupamala Freight Supervisor-B disclosed that he had no power to sign or communicate on behalf of the Corporation to any third party. In cross-examination he admitted that freight supervisor and freight officers have to ensure that cargo is loaded in the aircraft as per the specific plan and that loading instructions report is prepared and signed by freight supervisors and freight officers. Sameer Panchal Foreign Travel Tax Collector testified that his job was more like cashier and of routine nature and that he was not exercising any Managerial/Administrative functions and that in cross-examination he stated that Station Master takes decision in case of shortfall. According to Ravindra Denge Senior Sales Representative he had no power to take any

Disciplinary action against any of the workman and also had no power to communicate on behalf of the Corporation. In cross-examination he admits that he was coordinating to ensure sales with Cargo Sales Manager and Cargo Manager. Mrs. Shamina Masaji, Senior Sales Officer disclosed that she was not performing Managerial or Administrative functions and that her duties were to sit in the counter and to attend to the passengers and provide necessary services like to make bookings, reconfirming bookings and issuing tickets etc. Quresh Varawalla Reservation Supervisor-A pointed out that he was not performing Administrative duties. In cross-examination he admits that rebooking of passengers/Hotel Reservation is done by him on behalf of the company under the instructions of Head Office. Mrs. Leena Kamath Reservation Officer-A disclosed that she had no power to recommend or sanction leave of any other workmen nor she had power to take Disciplinary action against other workmen. In cross-examination she disclosed that her duty was to coordinate with passengers and travel agents of Kuwait Airways. In short according to the witnesses referred to above, though they were designated as officers were not performing Managerial/Administrative/Supervisory duties.

14. Mr. Bahrami Senior Regional Director and Incharge of operations of Kuwait Airways in the Indian sub-continent who takes decisions of recruitment/termination of employees and has over-all control on Kuwait Airways in India by way of cross-examination para 51 though stated that the duties of officers referred to above in affidavit para 5 portion marked 'A' are Managerial had to admit that the employees have no authority to recruit nor terminate and also no authority to take disciplinary action against any employee. He has pointed out in cross-examination para 50 that though Rajendra Singh was designated as duty officer-A had not dismissed any employee of Kuwait Airways nor recruited any employees as he had no such authority. Relying on the admissions of Mr. Bahrami as above, the Learned Counsel Mr. Talsania for the union submits that the disputed category of employees are also workmen placing reliance on the decisions filed with list (Exhibit-50). At this juncture the Learned Counsel Mr. Kulkarni pointed out that possession of one of the powers is also sufficient to oust the employee from the definition of 'workman' relying on the decisions filed with written submissions (Exhibit-49). Their Lordships of Bombay High Court in Union Carbide (India) Ltd. Vs. D. Samuel and Ors. 1999 LLR 21 while discussing Supervisor and Workman laid down some tests :

- (1) Designation is not material but what is important is the nature of work.
- (2) Find out the dominant purpose of employment and not any additional duties, the employee may be performing.
- (3) Can he bind the company/employer to some kind of decisions on behalf of the company/employer.
- (4) Has the employee power to direct or oversee the work of his subordinates.
- (5) Has he power to sanction leave or recommend it; and
- (6) Has he the power to appoint, terminate or take disciplinary action against workmen.

Their Lordships of Apex Court in S. K. Mainy Vs. M/s. Carona Sahu Co. Ltd. & Ors. 1994 II LLJ pg. 1153 pointed out that designation of the employee is not of much importance. What is important is the nature of duties, the determinative factor is the predominant duties/main duties and not some work as incidentally done, and in that light, question is required to be determined with reference to the facts and circumstances of the case material on record. In S. K. Verma V/s. Mahesh Chandra and Anr. 1983 LAB IC 1483 it is observed : "while interpreting the provisions under the Industrial Disputes Act the legislation intended to bring about peace and harmony between labour and management in an industry where a pragmatic approach is necessary to be adopted and considering the duties observed that "the Development Officer in the Life Insurance Corporation even is a workman. In para 6 Their Lordships pointed out that :

"one does not have to be carried away by the appellation 'development officer' as the Industrial Tribunal appears to have been. After all, what is in a name ?

Notwithstanding the glorified designation, we must look to the nature of his duties to discover what precisely a development officer is ?"

In Lloyds Bank Ltd. Vs. Panna Lal Gupta & Ors. 1961 I LLJ pg. 18(SC) Their Lordships observed :

"name or designation of the employee is not a determining test".

In Inter Globe Air Transport, a Division of Inter Globe Enterprises Pvt. Ltd. Vs. Mrs. Leela Deshpande & Anr. (1994 LAB I.C. page 1095) the Hon'ble Bombay High Court inter alia held that :—

"... It does appear that the predominant duties of the respondent workman consisted of booking of air-tickets and other incidental jobs such as maintenance of lists, typing on computers, visiting travel agents, distributing time tables, and faresheets, taking on reservations, making reservations, delivering tickets, getting visas despatching greeting cards etc. Just because there are three employees, who were supposed to report to her, it cannot be said that her duty is essentially of a managerial or supervisory in nature. As held by the Supreme Court, in Ananda Bazar Patrika's case, one has to look to the main nature of the work and not to the incidental work, which may be done in the infraction of the time. The mere fact that some control over other clerks is given would not change the position of a Clerk to that of a Supervisor or a Manager, observed the Supreme Court in the Ananda Bazar Patrika's case. The mere power of allocation of work between the three employees, who were answerable to the respondent workman, cannot lead one to the conclusion that she is not a workman within the meaning of Section 2(s) of the Industrial Disputes Act...."

15. The Learned Counsel Mr. Kulkarni for the management Corporation urged that Security Officers function as Security Managers and inviting attention to the written submissions para 10 he contended that the unions witnesses at many places have admitted certain duties are their dominant duties and that certain powers and duties are vested in the said categories, which certainly oust them from the provisions of definition of 'workman'. For example he submits so far traffic department is concerned, prominent duties of the aforesaid officers are to facilitate, assist and guide the passengers, duties of assigning duties to the fellow workers, and so far Security Managers, from the name itself their duties are supervisory. Mr. Kulkarni submits with force that power to appoint, dismiss the employee, power to take disciplinary action, power to sanction leave are not only decisive factors/tests while adjudicating the issue of workman and at the same time taking this Tribunal to the overall evidence according to him, disputed employees are not workmen. In support of his contentions he has also placed reliance on the decision in cases Radio Television, Delhi V/s. Sharma (K.K.) & Ors. 1962 II LL. J. pg. 722 and May and Baker (India) Ltd. Vs. Their Workman wherein Their Lordships pointed out :

"the fact that employee had no supervisory duties or that he had to work under the directions of his superior officers could not make his duties mainly clerical or manual."

Mr. Talsania Learned Counsel for the union at the same time invited attention of this tribunal to the case Aloysius Nunes Vs. Thomas Cook India Ltd. (2000 II CLR 649) wherein Their Lordship of Bombay High Court observed :

"Manager must be in a position to give order to see that the work be done. He must have power to lay down the norms; to direct that the work be done in terms of those norms, power to take disciplinary action and where application for leave is made to sanction/reject those applications."

Mr. Talsania submits all these tests are wanting with employees under reference. At this juncture it is relevant to quote the observations in para 36 of His Lordship of Calcutta High Court in Meleod & Co. Vs. Sixth Industrial Tribunal West Bengal & Ors. AIR 1958 Cal. 273 which reads as under :

"Having regard to the categories of service indicated by the use of different words like 'supervisory', 'managerial', 'administrative', it is I think necessary not to import the notions of one into the interpretation of the other. The words such as supervisory, managerial and administrative are advisedly loose expressions with no rigid frontiers and I would discourage too much subtlety in trying to precisely define where supervision ends, management begins or administration starts. For that would be theoretical and not practical. It has to be in my opinion broadly interpreted from a common sense point of view where tests will be simple both in theory and in their application, I should say interpreting this section on this point that (1) a supervisor needs not be a manager or an administrator, (2) that a supervisor can be a workman so long as he does not exceed the wage limit of Rs. 500 per month and (3) that a supervisor, irrespective of his salary, is not a workman who has to discharge functions mainly of managerial nature by reason of his duties attached to his office or of the powers vest in him. I consider the industrial Tribunal in this case has made the error in confusing a person who is an employee in a supervisory capacity drawing wages exceeding Rs. 500 per month with the other class of a person who being employed in a supervisory capacity exercises functions mainly of a managerial nature. That is why he had been at pains to show that Sanyal had no superior authority for assigning business or that he had no initiative or that he could not dismiss, discharge or take disciplinary action against any subordinates. I am afraid these are the tests of managerial work or administrative work within the meaning of such words as used in Section 2(s) of the Industrial Disputes Act. In the case of Sanyal the only question after the financial test of wage limit was satisfied was to see whether he was employed in a supervisory capacity. In fact, the Tribunal has found that it was supervisory, I shall quote the language of the Tribunal's decision. In one place the Tribunal says that 'Sj. Sanyal as the Assistant in charge of the Jute Department has to keep an eye upon the work of the clerks.' Now 'keeping an eye upon the work of other clerks' is supervision and that is supervisory work. In another place the Tribunal says 'though he had to check up the work of the clerks yet his work was mainly clerical and not supervisory I should have thought that checking the work of the clerks, keeping an eye upon the work of the clerks' would be obvious works of supervision. No other conclusion is possible from those findings of fact. Sanyal has said that he did not distribute work. Distribution of work may easily be the work of manager or an administrator but 'checking' the work so distributed or 'keeping an eye' over it is certainly supervision. A manager or administrator's work may easily include supervision but that does not mean that supervision is the only function of manager or administrator."

On going through the evidence as a whole, written submissions and the observations of Their Lordships in the cases referred to above, and in the light of the admissions given by Mr. Bahrami to my view, though the disputed category of employees are designated as officer since nothing in the nomenclature and that pivotal point is the nature of the duties actually performed by the employees, all the employees including the disputed employees squarely fall within the definition of 'workman' under section 2(s) of the Industrial Disputes Act. Consequently this Tribunal has jurisdiction, in width to decide the reference as a whole. Issue No. 2 is therefore answered in the affirmative.

16. So far retrenchment is concerned, it is the admitted position that by the notice dated 25-10-2001 Kuwait Airways Corporation have terminated the services of 69 workmen set out in the enclosed list w.e.f. 29-10-2001. According to workmen though work exists they have been retrenched, therefore retrenchment being capricious and without rhyme or reason is in colourable exercise of power by way of victimisation and therefore it is illegal and wholly unjustified. Corporation denied the same contend-

ing due to whooping losses they have reluctantly but to control their overhead costs in an attempt to restore the economic viability reduced surplus staff by way of retrenchment in accordance with the provisions of the Act. It is well established that, it is within the Managerial discretion of employer to organise and arrange his business in the manner he considers best. So long as that is done bonafide, it is not competent of a Tribunal to question its propriety for which reliance can be had to M/s. Parry & Co. Ltd., Vs. P. C. Pal, Judge of the Second Industrial Tribunal Calcutta & Ors. 1970 AIR 1334 wherein Their Lordships in para 14 observed:

"If a scheme for such reorganisation results in surplusage of employees no employer is expected to carry the burden of such economic dead-weight and retrenchment has to be accepted as inevitable, however unfortunate it is."

Their Lordships in para 15 pointed out further:

"So long as retrenchment carried out is bona fide and not vitiated by any consideration for victimisation or unfair labour practice and the employer comes to the conclusion that he can carry on his undertaking with reasonable efficiency with the number of employees retained by him after retrenchment, the Tribunal ought not ordinarily to interfere with such decision."

Their Lordships of Apex Court in M/s. Parry & Co. Ltd. Vs. P. C. Pal & Ors 1970 II LLJ 429 observed:

"It was for the employer to decide whether a particular policy in running his business would be profitable, economic or convenient and there is no provision in industrial law which confers any power on the Tribunal to inquire into such decision so long such decision was not actuated by victimisation or unfair labour practice."

17. The Learned Counsel Shri Talsania taking this Tribunal through entire record and the glaring position urged with force that the evidence on record undisputedly point out the position that with retrenchment of the workmen under reference practically no workman is left in the categories from which the retrenchment has been effected. He vehemently submitted that the Corporation continued to operate flights between Mumbai and Kuwait even subsequent to retrenchment of entire staff and added one more station of operation at Cochin from 24 March 2002 i.e. subsequent to retrenchment of entire staff. Corporation witness Mr. Bahrami's admissions that the category of employees who were retrenched were necessary for operating the Airline itself point out that the retrenched workmen were not surplus or redundant. He submits that the work of retrenched workmen is being done by contract workers and that Corporation was paying wages to its staff during the invasion and that the percentage of salary from the revenue earned from Mumbai operations was only 3.1 per even when all 140 workmen were in employment, thereby retrenchment of entire staff cannot lead to substantial savings and from this point of view, the action of the management in terminating the services of workmen amounts to unfair labour practice and malafide and consequently retrenchment is not genuine. At this juncture the Learned Counsel Mr. Kulkarni inviting attention to the evidence on record as a whole vehemently urged that the recent terrorists attack and its consequences are not remained to be concealed. The recession in the Airlines industry, increasing fuel costs, Landing/Parking/Route Navigation & Facilitation Charges, Insurance Surcharge, CRS & Telecommunication Costs, Payment to outsourced agencies, resulting in Mumbai's operations completely unviable and uneconomical therefore, the retrenchment was a must relying on the decisions mentioned supra and that it is not capricious, colourable exercise and outcome of victimisation.

18. Let us in this context scrutinise the evidence on record. The Vice President of Union and one of the workmen under reference Mr. Sequeira stated that the Corporation has not discontinued the Operations between Bombay and Kuwait and that still it is operating seven flights a week as prior to retrenchment and added that the management has been engaging contract employees to carry out the work which they were performing and that there is sufficient work to be provided to them. He further disclosed

that the Corporation has invited quotations for ground handling services at Mumbai from Air India and quotations from Livewell Aviation services (P) Ltd. after the retrenchment. He testified that Corporation has added one more destination — Cochin and also likely to start flight to Hyderabad which is indicative to show that the operations are not only going on but even added. Admissions of the adversary is the best evidence. In cross-examination para 48 Senior Regional Director and Incharge of Operations of Kuwait Airways in Indian sub-continent Mr. Bahrami admits that in 1999 they were operating seven flights in a week between Kuwait-Mumbai daily one flight and today also they operate the same number of flights. According to him they also operate flights in Delhi, Chennai, Trivandrum, Cochin and pointed out that since April 2002 i.e. after retrenchment on 29-10-2001 they operate flights for the first time in Cochin. So far out-sourcing of work through contractors is concerned, documents on record speaks the position. Documents pg. 16-20|21-25|Ex-9 and with list (Exhibit-39) are letters to Air India, Cambata Aviation and Livewell Aviation calling quotations for providing services on contract basis which have gone unchallenged. It is significant to note that Mr. Bahrami in cross-examination para 48 candidly admitted that as on today there is no loader in the employment of Corporation and that loaders in all 23 mentioned on pg. 203|204 (Exhibit-15) were retrenched simultaneously and that all the Security Officers mentioned in pg. 200-201|Exhibit-15 have been retrenched and that no traffic officer is in the employment. On going through the record it is seen 23 loaders, two drivers, four cleaners, two secretaries and four office boys and that remaining employees i.e. traffic officers, security officers Sales Representative, freight supervisor, reservations officer and duty officers in all 69 were retrenched. Mr. Bahrami admits in cross para 55 that all the employees retrenched were found surplus/excess but curious enough is that according to him, loaders, security officers, Reservation staff, traffic officers, duty officers office boys, sales staff and freight supervisors are necessary to run the airlines. So far Air India as ground handling agent for the Corporation is concerned, had really doing the work, performed by the retrenched workmen since 1974, there was no necessity to employ even the retrenched workmen who most of them were recruited after 1974. Therefore there is no substance in the contention that the work of Corporation since being performed by Air India as handling agent.

19. On perusal of the handling reports pg. 29|Exhibit-9 disclosed that flight was delayed by 35 minutes and that all the loaders were new and could not built pallets which shows the work is being done by new workers taken on contract. Thus from the admissions of Mr. Bahrami referred to above that necessary staff was retrenched and that still operations are going-on inevitably point out the operations are going on with the help of contract workers as mentioned in the documents referred to above, terminating the regular workers.

20. So far wages of staff is concerned, according to Mr. Sequeira the wage bill of the employees amounts to only 3.1 per cent to the revenue earned from Mumbai operations even when all the workers were in employment. The flight reports on record pg. 29-32|Ex-9 indicate on the acute shortage of man power. On perusal of the flight handling reports it is seen flights were delayed on account of shortage of man power/new staff. True it is, Mr. Sequeira in cross-examination para 21 pointed out that delay was caused on many grounds that is, for insufficient ground time, dispute on reporting passengers, receiving cargo figures late and due to late arrival of flights and check by Kuwait Commandos and due to missing passengers. However fact remains as mentioned in the report that for want of staff trained staff flights were delayed, throws light on the man power, which speaks volume.

21. So far losses are concerned according to Mr. Sequeira Statement of Accounts filed with Reserve Bank of India pg. 26|Exhibit-9 shows the sum of Rs. 6,66,76,955.29 paisa was remitted surplus, thereby there was no loss. Mr. Sequeira admits in cross-examination para 21 that the figures of remittable surplus stated by him in affidavit para 10 portion marked 'A' does not indicate that the remitted surplus amount goes to Kuwait. So far legal reserve is concerned, Mr. Bahrami admittedly is unaware on that. It is an undisputed accounting principle that General Reserves are

created only from distributable profits. The financial statements as mentioned in the written submissions filed by union para 49 reveals that the revenue from Indian stations has gone up consistently, from the year 1995-98, which nullifies the contention of the Corporation that it is suffering financial losses.

22. The Corporation by the notice of retrenchment dated 25-10-2001 tried to justify retrenchment mentioning therein that the Corporation has been undergoing financial losses for last several years in Airline industry, there is a global recession and reduction in tourism, there is cut-throat competition, unbridled fare cutting there is lower increase in costs and due to recent terrorists attack on USA and its war with Afghanistan in retaliation passenger load factors have dropped. The Corporation to justify the above said grounds pointed out that various other Airlines have retrenched large number of staff. The Corporation retrenched 564 employees from various stations world-wide and closed down/suspended certain stations, Corporation was constrained to operate Air Bus 320 and 300 instead of Boeing 777 and Air Bus 340 and there has been internal management assessment as well as independent assessment carried out by reputed Airlines Consultants showing Mumbai station was over staffed and the operations were completely unviable and uneconomical. So far finalisation of accounts are concerned, management witness Mr. Bahrami is totally unaware and that Corporation has not examined any auditor from the accounts department to throw light on the financial statements. The Corporation filed statements with list (Exhibit-15). Statement pg. 9 shows operating revenue from Indian Stations 9.11 per cent of the total operating revenue of the Corporation. The Corporation pointed out the net loss Rs. 29984980 however it has not calculated the actual loss if any from the Indian operations. At this juncture it is relevant to note the statement mentioning the figures on cargo and passengers uplifted by the Corporation have gone unchallenged and that these figures reveal revenue from cargo and passenger was generated by utilising full capacity. Thereby the Bombay unit is neither unviable nor incurring losses. Mr. Bahrami has pointed out in his affidavit para 9 on losses but admittedly on the basis of magazines, news papers, TV, Executive interviews etc. which indicates he has no personal knowledge in this context. He is unaware whether any airlines retrenched all its employees without closing down its operations. He admits Pakistan Airlines had totally closed down its operations in Bombay-Delhi retrenching its staff. In the instant case, Bahrami admits almost all necessary staff was retrenched but curious enough is that still operations are going on, and the climax is that Kuwait Airways had started new destination at Cochin purchasing new aircraft, keeping all the earlier operations intact, itself point out that his contention on sustaining lossess and result of recession in business, is far from truth.

23. Admittedly during the Gulf War when Kuwait was invaded by Iraq in 1991 there were no operations between India and Kuwait however, the entire work-force in Mumbai was retained. According to the management due to graciousness carrying attitude no drastic steps were taken. Compared to that the grounds of retrenchment put-forth by the management if looked from any point of view and from any corner, is difficult to place reliance.

24. According to the union Corporation has violated the provisions of Section 25 G of the Industrial Disputes Act, and the rules thereunder i.e. not followed the rule of 'last come first go'. It is contended that the juniors than the retrenched employees viz. Ms. Nishat Al Razzak, Mrs. Deborah Britto, Mr. Anil Noronha were retained in the employment and further pointed out that the cheque offered to the workmen was not by the Corporation but by some third party that too without giving break up on calculations on retrenchment compensation, notice pay and other legal dues and that, offered amounts do not fall part of the same transaction as services were terminated before the receipt of the order of termination and the amount alleged to be representing mandatory payments, is in contravention of Section 25 F of the Industrial Disputes Act. It is further the case of union that retrenchment was effected without seeking prior permission of the Conciliation Officer as the

Conciliation proceedings in respect of Charter of Demands raised by the union were pending which is violation of Section 33 (1) (a) of the Industrial Disputes Act and further pointed out that the Corporation pending adjudication Reference No. CGIT-2/56 of 2001 on illegal retrenchment of services of 55 workmen therein retrenched the concerned workmen under reference without the permission of the Industrial Tribunal, illegally. The witnesses examined by the union amongst the workmen under reference candidly admitted that they realised the cheque amounts alongwith notice of termination/retrenchment compensation. By way of Statement of Claim nor the Rejoinder nor the witnesses examined by the union pointed out the break up giving detailed calculations. Union has also not filed copies of retrenchment notices issued to workmen and amounts received by them while challenging it. Had really amounts not properly calculated union would have resisted the same immediately however that is wanting. So far not arranging the list of all the workmen in the category in which retrenchment was proposed to be effected according to the seniority of the service not pasting on the notice board in conspicuous place and thereby non compliance of Rule 77 is concerned, nothing of the sort on record. So also nothing on record to show that junior employees were retained and that the services of the senior workmen were retrenched. So far the amounts paid by the third party i.e. Trans Air as alleged, nothing of the sort on record. So far seeking permission from the competent authority pending reference and the Conciliation proceedings, union has not seriously challenged nor recited to that effect in the Written Submissions (Exhibit-47). The Learned Counsel for the Corporation Mr. Kulkarni at this juncture urged that retrenchment is not a change in service condition, therefore permission from any forum as contended by union is wholly devoid of merits. On going through the record as a whole in the absence of any evidence hardly can be said that the management not complied with the provisions of Section 25F of the Industrial Disputes Act before retrenching the workmen. Consequently issue No. 3 will have to be answered in the affirmative.

25. Apart from this the fact that Corporation terminated the services of 69 workmen under reference who put about 20 years of service out sourcing their work through contract labours though not suffered losses continued to operate flights and even added one more station itself is unfair labour practice and the intention is apparently mala fide as discussed supra in detail. Therefore the action of the management of retrenchment is wholly unjustified and illegal being against the Principles of Natural Justice, Equity and good conscience.

26. While parting with the matter the Learned Counsel Mr. Kulkarni pointed out that the workmen under reference have nowhere stated that they are not gainfully employed and that the record shows that they have not tried to secure another gainful employment and in the circumstances, it is wholly unequitable vis-a-vis the employer and workmen to direct reinstatement with full back wages and therefore he submits instead of passing order of reinstatement reasonable compensation may be awarded in accordance with settled principles of law relying on S. K. Verma Vs. Industrial Tribunal-cum-Labour Court New Delhi AIR 1981 SC 422. On going through the record and considering the glaring factors and the manner in which the Corporation retrenchment its workmen referred to above hardly lie in the mouth of Corporation that in case retrenchment is held justified the matter be closed by giving some small packet to the workmen. To my view, allowing the submission of the Corporation would be encouraging the employer to retrench its employees as per its whim departing from the provisions of social legislation of which objects are to ensure social justice to both the employers and the employees and advance progress of industry and to regularise the service conditions of the workers. It is relevant to quote the observations of Their Lordships in Hindustan Antibiotics Ltd. Vs. Their Workmen AIR 1967 SC 948 wherein Their Lordships rules :

"The Act is intended not only to make provision for investigation and settlement of industrial disputes but also to serve industrial peace so that it may result in more production and improve the national economy. The provisions of the Act have to be interpreted in manner which advances object of

the legislature contemplated in the statement of objects and reasons. While interpreting different provisions of the Act, attempt should be made to avoid industrial unrest, secure industrial peace and to provide machinery to secure that end."

On going through the record as a whole it is thus clear that though management before terminating the workmen under reference complied the provisions of Section 25F of the Act the termination is itself illegal and unjustifiable therefore management will have to be directed to reinstate them in service in continuity with full back wages. Consequently issues are answered accordingly and hence the order :—

ORDER

The action of the management Kuwait Airways Corporation in retrenching the 69 workmen under reference from the services of the Corporation w.e.f. 29-10-2001 is neither legal nor justified.

Management is directed to reinstate the workmen in service in continuity with full back wages as per law.

S. N. SAUNDANKAR, Presiding Officer

नई दिल्ली, 7 फरवरी, 2003

का. आ. 739 :—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार जेट एयरवेज प्रा. लि. के प्रबन्धन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबन्ध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, चेन्नई के पंचाट (संदर्भ संख्या 53/2001) को प्रकाशित करता है, जो केन्द्रीय सरकार को 6-02-2003 को प्राप्त हुआ था।

[सं. एल.-11012/55/2000/आई.आर. (सी.-1)]

एस.एस. गुप्ता, अवर सचिव

New Delhi, the 7th February, 2003

S.O. 739.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 53/2001) of the Central Government Industrial Tribunal, Chennai now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Jet Airways Pvt. Ltd. and their workman, which was received by the Central Government on 6-02-2003.

[No. L-11012/55/2000-IR(C-1)]

S. S. GUPTA, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHENNAI

Thursday, the 16th January, 2003

PRESENT :

K. Karthikeyan, Presiding Officer

INDUSTRIAL DISPUTE NO. 53/2001

(Tamil Nadu State Industrial Tribunal I.D. No. 71/2000)

[In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), between the Workmen and the Management of M/s. Jet Airways.]

BETWEEN

The Secretary,

Jet Airways Thozhilalar Sangam

.... I Party/Claimant

AND

- | | |
|---|--|
| <ol style="list-style-type: none"> 1. The Proprietor,
Team V Corporate Service,
Chennai. 2. The Proprietor,
Proteam,
Abacus Business Centre,
Chennai, and 3. The Management of
Jet Airways Pvt. Ltd.,
Madras Airport,
Chennai. | <ol style="list-style-type: none"> II Party/
Management |
|---|--|

APPEARANCE :

For the Claimant : M/s. Row & Reddy and S. Vaidyanathan, Advocates.

For the Management : M/s. Gupta & Ravi, Advocates.

The Government of India, Ministry of Labour in exercise of powers conferred by clause (d) of Sub-section (1) and Sub-section 2(A) of Section 10 of Industrial Dispute Act, 1947 (14 of 1947), have referred the concerned industrial dispute for adjudication vide Order No. L-11012/55/2000-IR(C-I) dated 07-03-2000.

This reference has been made earlier to the Tamil Nadu State Industrial Tribunal, Chennai, where the same was taken on file as I.D. No. 71/2000. When the matter was pending enquiry in that Tribunal, Government of India, Ministry of Labour was pleased to order transfer of this case also from the file of Tamil Nadu State Industrial Tribunal to this Tribunal for adjudication. On receipt of records from that Tamil Nadu State Industrial Tribunal, this case has been taken on file as I.D. No. 53/2001 and notices were sent to the parties to the dispute, informing them about the transfer of this case to this Tribunal, with a direction to appear before this Tribunal on 24-01-2001 and to file their respective Claim Statement and Counter Statement and to prosecute this case further. Accordingly, they have filed their Claim Statement and Counter Statement.

SETTLEMENT AWARD

The Industrial Dispute referred to in the above mentioned order of reference by the Central Government for adjudication by this Tribunal is as follows :—

"Whether the non-employment of the 168 workmen (as per list) by Jet Airways Management, Chennai, is legal and justified? If not, to what relief is the said workman entitled?"

2. This industrial dispute has been raised by the Secretary, Jet Airways Thozhilalar Sangam, Chennai, against the management of Jet Airways India Ltd., Chennai, challenging the action of the management for the non-employment of concerned 168 workers alleging it to be an illegal and unjustified action.

3. The Management of Jet Airways India Ltd. had engaged M/s. Pro Team and Team V Corporate Services to render miscellaneous airport services like loading and unloading of the aircraft, driving/operating ground services equipment and other specified ground services under agreement dated 11-7-98 and 1-1-99 respectively. The said Pro Team and Team V Corporate Services had engaged the workmen numbering 168 to carry out their obligations under the terms of agreement entered into by them with the employer. The employer terminated the contract with Pro Team in the end of 14th November 1999 and pursuant to the termination of the contract M/s. Pro Team retrenched 100 workers engaged by them and tendered notice pay and retrenchment compensation to all the retrenched workers. The contract workmen represented by Jet Airways Thozhilalar Sangam raised an industrial dispute before the Assistant Labour Commissioner (Central) Chennai for conciliation alleging that the services of 168 workers have been terminated by the employer, the contract with M/s. Team V Corporate Services expired on 31-12-99 and thereafter it was not renewed. As the conciliation ended in a failure, on submission of failure of conciliation report

submitted by the Assistant Labour Commissioner (Central) to the Central Government, this dispute has been referred to for adjudication by this Tribunal. When this case is pending enquiry, 18 workers out of 168 workmen have obtained alternate employment and are not pursuing this dispute through the I Party/Claimant Union and hence, the present dispute has been confined only to 150 workers, whose cause is espoused by the Claimant Union.

4. During the pendency of the proceedings before this Tribunal, the I Party/Claimant Union representing the contract workmen requested the II Party/Jet Airways Management to sympathetically consider their plight and pay ex-gratia compensation in full and final settlement of all their claims in order to amicably resolve the dispute. The management also on humanitarian consideration has taken a sympathetic view of the request made by the I Party/Claimant Union and came forward to amicably resolve the dispute by paying compensation and the Union on behalf of the aggrieved 150 workmen and the Management have arrived at a settlement and has filed a Memorandum of Settlement under Section 18(1) of the Industrial Disputes Act, 1947 read with Rule 58 of Industrial Dispute Central Rules before this Tribunal by filing a joint memo with a request to this Tribunal for passing an Award in terms of the Settlement under Section 18(1) of the Industrial Disputes Act, 1947.

5. Along with that Memo, another memorandum has been filed by the I Party/Claimant Union duly signed by the President, Secretary, Treasurer and one Member, Sri Govindasamy with a copy of the resolution passed by the Union dated 01-12-2002 stating that 93 workers who form the majority of the Sangam voted for a common resolution and thereby a resolution was passed to proceed over with the settlement of the dispute to the Management of Jet Airways and also stating that the resolution passed by the I Party/Union in their meeting dated 01-12-2002 will also bind the other members of the Sangam, who were not present on 01-12-2002 i.e. on the date of resolution.

6. On submission of the joint memo and in the presence of the counsel on either side, the Area Manager Mr. Durai-kannan of the II Party/Jet Airways Management and the President, Secretary and Treasurer of the I Party/Petitioner Union, who were all the signatories of the Joint Memo have been asked by this Tribunal about the terms of the Settlement under Section 18(1) of the Industrial Disputes Act, 1947 filed along with the memo. All of them have accepted that the terms of the settlement as correct and have represented that an Award under Section 18(1) of the Industrial Disputes Act, 1947 may be passed in terms of the Settlement. Accordingly, the joint memo is recorded.

7. On the basis of the joint memo and the Memorandum of Settlement filed by the parties to this dispute under Section 18(1) of the Industrial Disputes Act, 1947, a Settlement Award is passed in terms of the Settlement arrived at between the parties and mentioned in the Memorandum of Settlement filed today. The said Settlement shall form part of this Award.

(Dictated to the Stenographer, transcribed and typed by him, corrected and pronounced by me in the open court on this day the 16th January, 2003.)

K. KARTHIKEYAN, Presiding Officer

Encl : Copy of Memorandum of

Settlement u/s. 18(1) dt. 14-01-2003.

MEMORANDUM OF SETTLEMENT UNDER SECTION 18(1) OF THE INDUSTRIAL DISPUTES ACT, 1947 READ WITH RULE 58 OF THE INDUSTRIAL DISPUTES (CENTRAL) RULES 1957

NAME OF PARTIES :

Jet Airways India Limited,
Thiruvallur Airport Link Building,
Chennai-27.

AND

Contract workmen,
Represented by Jet Airways,
Thozhilalar Sangam,
24, Lawyer Janadlan Street,
Chennai.

REPRESENTING THE EMPLOYER :

Mr. Santosh Chalke,
General Manager-HR.

REPRESENTING THE WORKMEN :

1. Mr. E. Charles,
President.
2. Mr. P. Gopalakrishnan,
Secretary.

SHORT RECITAL OF THE CASE

Whereas the Management of Jet Airways India Limited has engaged M/s. Pro Team and Team V Corporate Services to render miscellaneous airport services like loading and unloading of the aircraft, driving/operating ground services equipment and other specified ground services under agreement dated 11-7-98 and 1-1-99 respectively.

Whereas the said Pro Team and Team V Corporate Services had engaged workmen numbering 168 to carry out their obligations under the terms of agreement entered into by them with the employer.

Whereas the Employer terminated the contract with Pro Team from the closing hours of 14-11-99 and pursuant to the termination of the contract M/s. Pro Team retrenched 100 workers engaged by them and tendered notice pay and retrenchment compensation to all the retrenched workers.

Whereas the contract workmen represented by the Jet Airways Thozhilalar Sangam raised a dispute before the Asstt. Commissioner of Labour (Conciliation) alleging that the services of 168 workers have been terminated by the Employer.

Whereas the contract with M/s. Team V. Corporate Services expired on 31-12-99 and thereafter was not renewed.

Whereas the dispute raised by the Jet Airways Thozhilalar Sangam on behalf of the 168 Contract workers was referred for adjudication on the file of the Central Government Industrial Tribunal by Order dated 22-9-2000 and numbered as I.D. 53 of 2001.

And whereas out of the 168 workers on whose behalf the dispute was raised by the Union, 18 workers who have obtained alternate employment are not pursuing the dispute and I.D. 53 of 2001 is confined only to the 150 workers whose cause is espoused by the Union.

Whereas during the pendency of the proceedings before the Central Government Industrial Tribunal the Union representing the contract workmen requested the Management to sympathetically consider their plight and pay Ex-gratia compensation in full and final settlement of all their claims in order to amicably resolve the dispute.

And whereas the Management on humanitarian consideration has taken a sympathetic view of the request has come forward to amicably resolve the dispute on payment of compensation and arrived at a settlement the terms of which are as follows :

Terms of Settlement :

- (1) The Union hereby agree that all the workmen were engaged only through M/s. Pro Team and Team V. Corporate Services, the two contractors and that there was no direct Master and Servant relationship between the Management of Jet Airways India Limited and the Contract Workmen engaged through Pro Team and Team V. Corporate Services, the two contractors.
- (2) The Management shall pay ex-gratia compensation of 40 days wages for every completed year of service till 22-9-2000 the date of reference of the dispute in respect of the 150 workmen whose names are listed out in Annexure-I to the settlement.

(3) It is hereby agreed that while considering the years of service for the payment of ex-gratia compensation the services rendered by the workmen not only with Pro Team and Team V Corporate Services but also under the earlier contractors if any will also be taken into account and on that basis the compensation figure has been arrived at.

(4) The Management and the Union hereby agree that the amounts of ex-gratia compensation payable to the 150 workmen is as stipulated in Annexure-I to the settlement.

(5) Apart from the above, the workmen whose names are mentioned in Annexure-II and who were employed with M/s. Pro Team, the Contractor were not paid wages for the period of work in the month of November, 1999. In view of the obligation under the Contract Labour Regulation & Abolition Act 1970 the Employer has agreed to pay the wages for the period till 14th day of November, 1999 to the workmen of Pro Team and whose names are listed out in Annexure-II. The wages entitlement of the 89 employees for the Fourteen days in the month of November, 1999 is also set out in Annexure-II.

(6) The Union and the workmen hereby agreed that apart from the aforesaid payment the contract workmen will not be entitled to claim any other benefits statutory or otherwise from the Employer, namely the Management of Jet Airways India Limited.

(7) The Management hereby agrees that the payment listed out in Annexure-I and II shall be made by ways of Demand Drafts drawn in favour of each workman separately. The individual workman shall receive the Demand Draft and issue a receipt acknowledging the receipt of the payments under the settlement. The draft receipt is enclosed as Annexure-III. The payment will be made by the Management from 6-2-2003 onwards.

(8) The Management of Jet Airways (I) Ltd. hereby agree to sign the necessary forms to enable the workmen to receive their provident fund accumulations.

(9) The Union hereby agree that this settlement is in full and final settlement of all claims of the Union and the Contract workmen against the Management of Jet Airways India Limited arising out of I.D. 53 of 2001.

(10) The Union and all the contract workmen hereby agree that the contract workmen represented by the Union have no claims monetary or otherwise against the Management of Jet Airways India Limited including any claim for reinstatement/re-employment.

(11) The Union and the workmen hereby agree that they will not raise any dispute claiming reinstatement or re-employment with the Management of Jet Airways India Limited nor make any claim monetary or otherwise against the Management of Jet Airways India Limited.

(12) Both the parties agree to file the settlement before the Central Government Industrial Tribunal, Chennai in I.D. No. 53 of 2001 and request the Tribunal to pass an Award in terms of the settlement.

In witness whereof the parties hereto have signed this settlement at Chennai on this 14th day of January, 2003.
Witness :

1. U. Suleman,
N. Salverage,
43/1 D.G.G.A. Complex,
Matter illegible.

Copy to :—

- (1) Asstt. Labour Commissioner (Central),
Shastri Bhavan, Haddows Road, Chennai.
- (2) The Regional Labour Commissioner (Central),
Shastri Bhavan, Haddows Road, Chennai.
- (3) The Chief Labour Commissioner (Central),
New Delhi.
- (4) The Secretary to the Government of India,
Ministry of Labour, Sheyam Sakthi Bhavan,
New Delhi.

ANNEXURE-I

S.No.	Name	Designation	D.O.J.	Closing date	Yrs. Srvd.	Last drawn Salary	Per day Salary	Days Salary	Amount Settlement
1	2	3	4	5	6	7	8	9	10
1.	C. Ramesh	Loaders	31-05-93	30-09-00	7.3	3,150	121	4846	35569
2.	E. Charles	Loaders	15-02-94	30-09-00	6.6	3,150	121	4846	32117
3.	P. Gopalakrishnan	Loaders	15-12-94	30-09-00	5.8	3,150	121	4846	28094
4.	Ganesh	Loaders	31-05-93	30-09-00	7.3	3,150	121	4846	35569
5.	Jaya Kumar	Loaders	14-07-93	30-09-00	7.2	3,150	121	4846	34985
6.	Govindan Swamy	Loaders	31-05-93	30-09-00	7.3	3,150	121	4846	35569
7.	Madurai	Loaders	31-05-93	30-09-00	7.3	3,150	121	4846	35569
8.	Manrajan	Loaders	14-07-93	30-09-00	7.2	3,150	121	4846	34985
9.	Augustin	Loaders	14-02-95	30-09-00	5.6	2,490	96	3831	21568
10.	Thomas	Loaders	15-07-96	30-09-00	4.2	2,490	96	3831	16142
11.	Muruga Vel	Loaders	15-07-96	30-09-00	4.2	2,490	96	3831	16142
12.	Bala Murugan	Loaders	15-07-96	30-09-00	4.2	2,490	96	3831	16142
13.	Jaya Kanth	Loaders	15-07-96	30-09-00	4.2	2,490	96	3831	16142
14.	Gnana Praghasam	Loaders	15-07-96	30-09-00	4.2	2,490	96	3831	16142
15.	K. Raja	Loaders	15-07-96	30-09-00	4.2	2,490	96	3831	16142
16.	Muthu	Loaders	15-07-96	30-9-00	4.2	2,490	96	3831	16142
17.	Mugamadhouse	Loaders	15-07-96	30-09-00	4.2	2,490	96	3831	16142
18.	A. Jayaselan	Loaders	15-07-96	30-90-00	4.2	2,490	96	3831	16142
19.	A. Palani	Loaders	15-07-96	30-09-00	4.2	2,490	96	3831	16142
20.	S. Sampath Kumar	Loaders	15-07-96	30-09-00	4.2	2,490	96	3831	16142
21.	V. Ayyam Perumal	Loaders	15-07-96	30-09-00	4.2	2,490	96	3831	16142
22.	K. Padmanaban	Loaders	15-07-96	30-09-00	4.2	2,490	96	3831	16142
23.	S.R. Ramesh	Loaders	15-07-96	30-09-00	4.2	2,490	96	3831	16142
24.	C. Raghu	Loaders	15-07-96	30-09-00	4.2	2,490	96	3821	16142
25.	V. Janarthannan	Loaders	12-12-96	30-09-00	3.8	2,490	96	3831	14567
26.	V. Ramesh	Loaders	28-09-96	30-09-00	4.0	2,490	96	3831	15355
27.	A. Abdul Majeet	Loaders	10-01-97	30-09-00	3.7	2,490	96	3831	14263
28.	K. Ramesh Babu	Loaders	10-01-97	30-09-00	3.7	2,490	96	3831	14263
29.	V. Raja	Loaders	10-01-97	30-09-90	3.7	1,800	69	2769	10311
30.	M. Sugumar	Loaders	14-03-97	30-09-00	3.6	1,800	69	2769	9833
31.	P. Durai Raj	Loaders	14-03-97	30-09-00	3.6	1,800	69	2769	9833
32.	T. Subash	Loaders	14-03-97	30-09-00	3.6	1,800	69	2769	9833
33.	S. Selva Kumar	Loaders	14-03-97	30-09-00	3.6	1,800	69	2769	9833
34.	S. Rajendra Prasad	Loaders	18-11-97	30-09-00	2.9	1,800	69	2769	7944
35.	G. Venkathesh	Loaders	18-11-97	30-09-00	2.9	1,800	69	2769	7944
36.	N. Deepak	Loaders	18-11-97	30-09-00	2.9	1,800	69	2769	7944
37.	L. Dinakar	Loaders	30-12-97	30-09-00	2.8	1,800	69	2769	7625
38.	S. Marcel	Loaders	30-12-97	30-09-00	2.8	1,800	69	2769	7625
39.	K. Ramesh Babu	Loaders	30-12-97	30-09-00	2.8	1,800	69	2769	7625
40.	S. Suresh Babu	Loaders	18-11-97	30-09-00	2.9	1,800	69	2769	7944
41.	P. Jayascelan	Loaders	14-01-98	30-09-00	2.7	1,800	69	2769	7511
42.	J. Louis	Loaders	30-12-97	30-09-00	2.8	1,800	69	2769	7625
43.	T. Balu	Loaders	30-12-97	30-09-00	2.8	1,800	69	2769	7625
44.	E. Michaelraj	Loaders	14-01-98	30-09-00	2.7	1,800	69	2769	7511
45.	D. Ravi Kumar	Loaders	14-01-98	30-09-00	2.7	1,800	69	2769	7511
46.	T. Ganpaathi	Loaders	18-11-98	30-09-00	2.9	1,800	69	2769	7944
47.	A. Suresh Joshua	Loaders	18-11-98	30-09-00	1.9	1,800	69	2769	5174
48.	R. Kumaraguru	Loaders	18-11-98	30-09-00	1.9	1,800	69	2769	5174
49.	R. Ramakrishnan	Loaders	18-11-98	30-09-00	1.9	1,800	69	2769	5174
50.	R. Palanivel	Loaders	14-01-98	30-09-00	2.7	1,800	69	2769	7511

1	2	3	4	5	6	7	8	9	10
51.	N.R. Kumaraguru	Loaders	14-02-98	30-09-00	2.6	1,800	69	2769	7276
52.	R. Vasu	Loaders	14-04-98	30-09-00	2.5	1,800	69	2769	6828
53.	K Murthy	Loaders	18-11-97	30-09-00	2.9	1,800	69	2769	7944
54.	J. Saravanan	Loaders	10-05-98	30-09-00	2.4	1,800	69	2769	6631
55.	E. Abraham	Loaders	10-06-98	30-09-00	2.3	1,800	69	2769	6396
56.	S. Munuswamy	Loaders	14-02-98	30-09-00	2.6	1,800	69	2769	7276
57.	D. Ganakandan	Loaders	15-04-98	30-09-00	2.5	1,800	69	2769	6821
58.	T. Jayaprakash	Loaders	15-05-98	30-09-00	2.4	1,800	69	2769	6593
59.	G. Kalai Selvan	Loaders	21-05-98	30-09-00	2.4	1,800	69	2769	6548
60.	N. Sridhar	Loaders	21-05-98	30-09-00	2.4	1,800	69	2769	6548
61.	E. Pugalanthi	Loaders	21-05-98	30-09-00	2.4	1,800	69	2769	6548
62.	D. Benjamin	Loaders	21-05-98	30-09-00	2.4	1,800	69	2769	6548
63.	C. Chitreendran	Loaders	14-06-98	30-09-00	2.3	1,800	69	2769	6365
64.	T. Thangai Pandian	Loaders	14-06-98	30-09-00	2.3	1,800	69	2769	6365
65.	T. Gnanasekaran	Loaders	10-05-98	30-09-00	2.4	1,800	69	2769	6631
66.	S. Abdulsalam	Loaders	10-05-98	10-09-00	2.4	1,800	69	2769	6631
67.	S. Suresh	Loaders	10-05-98	30-09-00	2.4	1,800	69	2769	6631
68.	M. Ravichandran	Loaders	10-05-98	30-09-00	2.4	1,800	69	2769	6631
69.	S. Annadurai	Loaders	10-05-98	30-09-00	2.4	1,800	69	2769	6631
70.	T. Saravanan	Loaders	10-05-98	30-09-00	2.4	1,800	69	2769	6631
71.	P. Kamalakannan	Loaders	10-05-98	30-09-00	2.4	1,800	69	2769	6631
72.	M. Marikumar	Loaders	10-05-98	30-09-00	2.4	1,800	69	2769	6631
73.	M. Sundar	Loaders	10-5-98	30-09-00	2.4	1,800	69	2769	6631
74.	N. Vijayaraghavan	Loaders	10-05-98	30-09-00	2.4	1,800	69	2769	6631
75.	V. Rajendran	Loaders	10-05-98	30-09-00	2.4	1,800	69	2769	6631
76.	A. Udayakumar	Loaders	10-05-98	30-09-00	2.4	1,800	69	2769	6631
77.	P. S. Sangamithran	Loaders	31-01-99	30-09-00	1.7	1,800	69	2769	4613
78.	A. Samson	Loaders	31-01-99	30-09-00	1.7	1,800	69	2769	4613
79.	P. Somasundaram	Loaders	31-01-99	30-09-00	1.7	1,800	69	2769	4613
80.	R. Vijayakumar	Loaders	31-01-99	30-09-00	1.7	1,800	69	2769	4613
81.	V. Selvam	Loaders	31-01-99	30-09-00	1.7	1,800	69	2769	4613
82.	D. Nagarajan	Loaders	31-01-99	30-09-00	1.7	1,800	69	2769	4613
83.	A. Arul	Loaders	31-01-99	30-09-00	1.7	1,800	69	2769	4613
84.	A. Loganathan	Loaders	31-01-99	30-09-00	1.7	1,800	69	2769	4613
85.	N. Gunasekaran	Loaders	31-01-99	30-09-00	1.7	1,800	69	2769	4613
86.	M. Kumar	Loaders	31-01-99	30-09-00	1.7	1,800	69	2769	4613
87.	M. Rajaratnam	Loaders	31-01-99	30-09-00	1.7	1,800	69	2769	4613
88.	Kannan	Loaders	13-1-99	30-09-00	1.7	1,800	69	2769	4613
89.	Gandhi	Loaders	13-01-99	30-09-00	1.7	1,800	69	2769	4613
90.	R. Subbarayudu	Cleaners	08-02-97	30-09-00	3.6	1,650	63	2538	9250
91.	P. Hari Krishnan	Cleaners	15-02-97	30-09-00	3.6	1,890	73	2908	10539
92.	R. Raghu	Cleaners	13-10-97	30-09-00	3.0	1,890	73	2908	8627
93.	D. Suresh	Cleaners	18-10-97	30-09-00	3.0	1,650	63	2538	7497
94.	S. Francis	Cleaners	22-10-97	30-09-00	2.9	1,650	63	2538	7469
95.	K. S. Dhanasekar	Cleaners	22-10-97	30-09-00	2.9	1,650	63	2538	7469
96.	N. Chinniyar	Cleaners	23-10-97	30-09-00	2.9	1,650	63	2538	7462
97.	U. Udhayakumar	Cleaners	24-10-97	30-09-00	2.9	1,650	63	2538	7455
98.	Y. Ishq	Cleaners	24-10-97	30-09-00	2.9	1,650	63	2538	7455
99.	D. Arulmozhi	Cleaners	24-10-97	30-09-00	2.9	1,650	63	2538	7455
100.	G. Gopi	Cleaners	24-10-98	30-09-00	2.9	1,650	63	2538	7358
101.	N. Vijaykumar	Cleaners	07-11-97	30-09-00	2.9	1,650	63	2538	7337
102.	K. Sundrajan	Cleaners	10-11-97	30-09-00	2.9	1,650	63	2538	8381
103.	R. Thirumalaishu	Cleaners	13-11-97	30-09-00	2.9	1,890	73	2908	7268
104.	P. Vijaya Prakash	Cleaners	20-11-97	30-09-00	2.9	1,650	63	2538	

S.No.	Name	Designation	D.O.J.	Closing Date	Yrs. Srvd.	Last Drawn Salary	Per day Salary	Days Salary	Settlement Amount
105.	P. Adhi kesvan	Cleaners	12-12-97	30-09-00	2.8	1,890	73	2908	8150
106.	K.R. Sivaraj	Cleaners	01-02-98	30-09-00	2.7	1,650	63	2538	6760
107.	G. Sridhar	Cleaners	02-02-98	30-09-00	2.7	1,890	73	2908	7735
108.	K. Gurumoorthi	Cleaners	27-03-98	30-09-00	2.5	1,650	63	2538	6384
109.	S. Lenin	Cleaners	27-03-98	30-09-00	2.5	1,890	73	2908	7313
110.	M. Sekar	Cleaners	29-03-98	30-09-00	2.5	1,650	63	2538	6370
111.	V. Varatharajan	Cleaners	15-04-98	30-09-00	2.5	1,650	63	2538	6252
112.	G. Vinoth Kumar	Cleaners	05-06-98	30-09-00	2.3	1,650	63	2538	5898
113.	C. Veera Raghvan	Cleaners	26-06-98	30-09-00	2.3	1,890	73	2908	6588
114.	S. Indran	Cleaners	19-08-98	30-09-00	2.1	1,650	63	2538	5376
115.	M. Kannan	Cleaners	10-11-98	30-09-00	1.9	1,650	63	2538	4799
116.	D. Baskar	Cleaners	18-09-98	30-09-00	2.0	1,650	63	2538	5167
117.	K. Annamalai	Cleaners	20-09-98	30-09-00	2.0	1,650	63	2538	5153
118.	E. Mariyappan	Cleaners	16-11-98	30-09-90	1.9	1,650	63	2538	4757
119.	H. Harshad	Cleaners	11-01-98	30-09-00	2.7	1,650	63	2538	6906
120.	Kondaiya	Cleaners	22-01-99	30-09-00	1.7	1,650	63	2538	4291
121.	R. Kuppuswami	Cleaners	27-01-99	30-09-00	1.7	1,890	73	2908	4875
122.	D. Vinoth Kumar	Cleaners	02-02-99	30-09-00	1.7	1,650	63	2538	4215
123.	N. Eiumalai	Cleaners	13-03-99	30-09-00	1.6	1,650	63	2538	4138
124.	M. Ashok Kumar	Cleaners	13-02-99	30-09-99	1.6	1,650	63	2538	4138
125.	C.N. Ravirajan	Cleaners	23-04-99	30-09-00	1.4	1,650	63	2538	3658
126.	N. Suresh	Cleaners	23-05-99	30-09-00	1.4	1,650	63	2538	3450
127.	U. Murugan	Cleaners	23-05-99	30-09-00	1.4	1,650	63	2538	3450
128.	B. Arun	Cleaners	23-05-99	30-09-00	1.4	1,650	63	2538	3450
129.	S. Nadha Kumar	Cleaners	27-01-99	30-09-00	1.7	1,650	63	2538	4256
130.	C.S. Ravi Kumar	Cleaners	27-01-99	30-09-00	1.7	1,650	63	2538	4256
131.	D. Ramesh	Cleaners	27-01-99	30-09-00	1.7	1,650	63	2538	4256
132.	T. Karuppaiya	Cleaners	27-01-99	30-09-00	1.7	1,650	63	2538	4256
133.	K. Sridhar	Cleaners	27-01-99	30-09-00	1.7	1,650	63	2538	4256
134.	P. Sivakrishnan	Cleaners	27-01-99	30-09-00	1.7	1,650	63	2538	4256
135.	A. Annamalai	Cleaners	27-01-99	30-09-00	1.7	1,650	63	2538	4256
136.	P. Nithyanandhan	Cleaners	27-01-99	30-09-00	1.7	1,650	63	2538	4256
137.	N. Selvaraj	Drivers	11-07-96	30-09-00	4.2	3,150	121	4846	20473
138.	J. Baskar	Drivers	11-07-96	30-09-00	4.2	3,150	121	4846	20473
139.	G. Radha Krishan	Drivers	12-07-96	30-09-00	4.2	3,150	121	4846	20460
140.	S. Amalnathan	Drivers	21-02-97	30-09-00	3.6	3,150	121	4846	17486
141.	K. Madhavan	Drivers	19-11-97	30-09-00	2.9	3,150	121	4846	13888
142.	G. Kumar	Drivers	01-12-97	30-09-00	2.8	3,150	121	4846	13729

1	2	3	4	5	6
143. R. Vedhagiri	Drivers	01-03-98 30-09-00	2.6	3,150 121	4846 12534
144. R. Senthil Kumar	Drivers	26-08-96 30-09-00	4.1	3,150 121	4846 19863
145. J. Nantha Kumar	Drivers	12-11-98 30-00-00	1.9	3,150 121	4846 9135
146. S. Devadass	Drivers	26-01-99 30-09-00	1.7	3,150 121	4846 8139
147. C. Vasudevan	Drivers	26-01-99 30-09-00	1.7	3,150 121	4846 8139
148. S. Perkhomans	Drivers	08-02-99 30-09-00	1.6	3,150 121	4846 7966
149. T.S. Suresh	Drivers	01-03-99 30-09-00	1.6	3,150 121	4846 7687
150. E. Ramamoorthy	Drivers	01-03-99 30-09-00	1.6	3,150 121	4846 7687

1471338

ANNEXURE II

S. No.	Name	Designation	D.O.J.	Last Drawn Salary	14 Days Salary
1	2	3	4	5	6
1.	C. Ramesh	Loaders	5-31-93	3,150	1470
2.	E. Charles	Loaders	2-15-94	3,150	1470
3.	P. Gopalakrishnan	Loaders	12-15-94	3,150	1470
4.	Ganesh	Loaders	5-31-93	3,150	1470
5.	Jaya Kumar	Loaders	7-14-93	3,150	1470
6.	Govindan Swamy	Loaders	5-31-93	3,150	1470
7.	Madurai	Loaders	5-31-93	3,150	1470
8.	Manrajan	Loaders	7-14-93	3,150	1470
9.	Augustin	Loaders	2-14-95	2,490	1162
10.	Thomas	Loaders	7-15-96	2,490	1162
11.	Muruga Vel	Loaders	7-15-96	2,490	1162
12.	Bala Murugan	Loaders	7-15-96	2,490	1162
13.	Jaya Kanth	Loaders	7-15-96	2,490	1162
14.	Gnana Praghasam	Loaders	7-15-96	2,490	1162
15.	K. Raja	Loaders	7-15-96	2,490	1162
16.	Muthu	Loaders	7-15-96	2,490	1162
17.	Mugamadhouse	Loaders	7-15-96	2,490	1162
18.	A. Jayaselan	Loaders	7-15-96	2,490	1162
19.	A. Palani	Loaders	7-15-96	2,490	1162
20.	S. Sampath Kumar	Loaders	7-15-96	2,490	1162
21.	V. Ayyam Perumal	Loaders	7-15-96	2,490	1162
22.	K. Padmanaban	Loaders	7-15-96	2,490	1162
23.	S. R. Ramesh	Loaders	7-15-96	2,490	1162
24.	C. Raghu	Loaders	7-15-96	2,490	1162
25.	V. Janarthannan	Loaders	12-12-96	2,490	1162
26.	V. Ramesh	Loaders	9-28-96	2,490	1162
27.	A. Abdul Majeet	Loaders	1-10-97	2,490	1162
28.	K. Ramesh Babu	Loaders	1-10-97	2,490	1162
29.	V. Raja	Loaders	1-10-97	1,800	840
30.	M. Sugumar	Loaders	3-14-97	1,800	840
31.	P. Durai Raj	Loaders	3-14-97	1,800	840

1	2	3	4	5	6
32.	T. Subash	Loaders	3-14-97	1,800	840
33.	S. Selva Kumar	Loaders	3-14-97	1,800	840
34.	S. Rajendra Prasad	Loaders	11-18-97	1,800	840
35.	G. Venkathesh	Loaders	11-18-97	1,800	840
36.	N. Deepak	Loaders	11-8-97	1,800	840
37.	L. Dinakar	Loaders	12-30-97	1,800	840
38.	S. Marcel	Loaders	12-30-97	1,800	840
39.	K. Ramesh Babu	Loaders	12-30-97	1,800	840
40.	S. Suresh Babu	Loaders	11-18-97	1,800	840
41.	P. Jayaseelan	Loaders	1-14-98	1,800	840
42.	J. Louis	Loaders	12-30-97	1,800	840
43.	T. Balu	Loaders	12-30-97	1,800	840
44.	E. Michaelraj	Loaders	1-14-98	1,800	840
45.	D. Ravikumar	Loaders	1-14-98	1,800	840
46.	T. Ganapathi	Loaders	11-18-97	1,800	840
47.	A. Suresh Joshua	Loaders	11-18-98	1,800	840
48.	R. Kumaraguru	Loaders	11-18-98	1,800	840
49.	R. Ramakrishnan	Loaders	11-18-98	1,800	840
50.	R. Palanivel	Loaders	1-14-98	1,800	840
51.	N.R. Kumaraguru	Loaders	2-14-98	1,800	840
52.	R. Vasu	Loaders	4-14-98	1,800	840
53.	K. Murthy	Loaders	11-18-97	1,800	840
54.	J. Saravanan	Loaders	5-10-98	1,800	840
55.	E. Abraham	Loaders	6-10-98	1,800	840
56.	S. Munuswamy	Loaders	2-14-98	1,800	840
57.	D. Ganakandan	Loaders	4-15-98	1,800	840
58.	T. Jayaprakash	Loaders	5-15-98	1,800	840
59.	G. Kalai Selvan	Loaders	5-21-98	1,800	840
60.	N. Sridhar	Loaders	5-21-98	1,800	840
61.	E. Pugalenthi	Loaders	5-21-98	1,800	840
62.	D. Benjamin	Loaders	5-21-98	1,800	840
63.	C. Chitendran	Loaders	6-14-98	1,800	840
64.	T. Thangai Pandian	Loaders	6-14-98	1,800	840
65.	T. Gnanasekaran	Loaders	5-10-98	1,800	840
66.	S. Abdulsalam	Loaders	5-10-98	1,800	840
67.	S. Suresh	Loaders	5-10-98	1,800	840
68.	M. Ravichandran	Loaders	5-10-98	1,800	840
69.	S. Annadurai	Loaders	5-10-98	1,800	840
70.	T. Saravanan	Loaders	5-10-98	1,800	840

1	2	3	4	5	6
71.	P. Kamalakannan	Loaders	5-10-98	1,800	840
72.	M. Marikumar	Loaders	5-10-98	1,800	840
73.	M. Sundar	Loaders	5-10-98	1,800	840
74.	N. Vijayaraghavan	Loaders	5-10-98	1,800	840
75.	V. Rajendran	Loaders	5-10-98	1,800	840
76.	A. Udayakumar	Loaders	5-10-98	1,800	840
77.	P. S. Sangamithran	Loaders	1-31-99	1,800	840
78.	A. Samson	Loaders	1-31-99	1,800	840
79.	P. Somasundaram	Loaders	1-31-99	1,800	840
70.	R. Vijayakumar	Loaders	1-31-99	1,800	840
81.	V. Selvam	Loaders	1-31-99	1,800	840
82.	D. Nagarajan	Loaders	1-31-99	1,800	840
83.	A. Arul	Loaders	1-31-99	1,800	840
84.	A. Loganathan	Loaders	1-31-99	1,800	840
85.	N. Gunasekaran	Loaders	1-31-99	1,800	840
86.	M. Kumar	Loaders	1-31-99	1,800	840
87.	M. Rajaratnam	Loaders	1-31-99	1,800	840
88.	Kannan	Loaders	1-31-99	1,800	840
89.	Gandhi	Loaders	1-31-99	1,800	840

86240

MR. SANTOSH CHALKE
 GENERAL MANAGER—HUMAN RESOURCES
 JET AIRWAYS, INDIA LTD.,
 S. M. CENTER
 ANDHERI KURLA ROAD,
 ANDHERI EAST,
 MUMBAI—400059.

ANNEXURE—III

I have read and understood the settlement dated.....entered into between M/s Jet Airways India Ltd., and Jet Airways Thozhilalar Sangam representing the contract workmen. I accept the settlement and received a sum of Rs.being the amounts payable to me under the settlement vide DD No.Dt.....drawn on..... in full and final settlement of all claims against M/s Jet Airways India Ltd.

I hereby agree that I have no further claims monetary or otherwise including any claims for reinstatement/re-employment against the management of M/s Jet Airways India Ltd.

MR. SANTOSH CHALKE
 GENERAL MANAGER HUMAN RESOURCES
 JET AIRWAYS) INDIA LTD.,
 S. M. CENTER
 ANDHERI KURLA ROAD,
 ANDHERI EAST,
 MUMBAI—400059.

नई दिल्ली, 7 फरवरी, 2003

का.आ. 740.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार इंडियन एयर लाइंस लि. के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबन्ध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, हैदराबाद के पंचाट (संदर्भ संख्या एल.सी.आई. डी. नं.-111/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 6-2-2003 को प्राप्त हुआ था।

[सं.एल.-22013/01/2003-आई.आर. (सी.-1)]

एस.एस. गुप्ता, अव्वर सचिव

New Delhi, the 7th February, 2003

S.O. 740.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. L.C.I.D. No. 111/2002) of the Central Government Industrial Tribunal/Labour Court, Hyderabad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Indian Airlines Ltd. and their workman, which was received by the Central Government on 6-2-2003.

[No. L-22013/01/2003-IR(C-1)]

S. S. GUPTA, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL CUM LABOUR
COURT AT HYDERABAD

Present

Shri E. ISMAIL

Presiding Officer

Dated the 16th day of December, 2002

INDUSTRIAL DISPUTE L.C.I.D. No. 111/2002

Between :

Sri Samuel Carles,
R/o 11-4-939, Chilkalguda,
Secunderabad Petitioner

AND

1. The Deputy Manager,
The Indian Airlines Ltd.,
Personal Services, Begumpet,
Hyderabad.
2. The Senior Manager (IFS),
Indian Airlines Ltd.,
Chennai. . . . Respondents

Appearances:

For the Petitioner : M/s K.V. Rao & P. Saraswati,
Advocates

For the Respondent: M/s K. Srinivasa Murthy,
V. Umadevi & C. Vijaya
Shekhar Reddy, Advocates

AWARD

This is a case taken under Sec. 2A(2) of the I.D. Act, 1947 in view of the judgement of the Hon'ble High Court of Andhra Pradesh reported in W.P. No. 8395 of 1989 dated 3-8-1995 between Sri U. Chinnappa and M/s. Cotton Corporation of India and two others.

2. The Petitioner submits that he was appointed as a helper in the Respondent management by an order dated 3-1-1986 in the scale attached to that post at their branch at Hyderabad. That the Respondent confirmed the Petitioner in the above said post on 17-11-1986. The Petitioner submits that on 25-4-1999 the Respondent management served the charge sheet to the Petitioner alleging that the Petitioner remained absent unauthorisedly without prior sanction for 98 days on 47 occasions during 1998 and further directed to submit a written statement to the charges within a week of receipt of that proceedings. Accordingly, he submitted his written explanation dated 5-6-99. An enquiry was ordered on 22-6-99. Accordingly, the Assistant Manager, Commercial, M.B.O. Hyderabad was as Enquiry Officer. Enquiry was not properly conducted. That the Enquiry Officer held that the charges are proved and he was asked to show cause. He gave an explanation on 31-8-2000. However, he was removed from service, on 13-10-2000 and the Petitioner is constrained to file this case before this Court.

3. After being employed he was married to one lady, Tripoosa, Daughter of M.F. Francis in the year 1989. Due to misfortune of the Petitioner his wife created so many problems with the help of her brothers and parents and as a result of filing criminal cases against the Petitioner and his four family members alleged offence under Sec. 498-A IPC., and Sections 3 and 4 of Dowry Prohibition Act. In this case Petitioner was also remanded to judicial custody and was also suspended by the management by order dated 26-6-1995 on the ground of arrest for the period from 2nd June to 6th June, 1995. The criminal case ended in acquittal on 3-10-2000. The fact was also brought to the notice of the Respondent. He has applied during the said period for leave to appear before the Court which the Respondent did not consider. The respondent did not consider this aspect while imposing punishment of removal which is deterrent. The Petitioner has completed

16 years of service and now he is aged about 40 years. Hence, he may be reinstated into service with back wages, seniority etc. and set aside the removal order dated 13-10-2000.

4. A counter was filed by the Respondents that the Petitioner worked as helper (Catering) in Indian Airlines at Hyderabad and he was removed from services on 13-10-2000. In the instant case the Petitioner was issued with charge sheet dated 24-5-99 for his act of misconduct by way of unauthorisedly absenting himself from duties from 98 days on 47 occasions during the year 1998. A regular enquiry was conducted and he was found guilty and removed. His past record is not a happy one which is reflected as follows:

- (1) The Petitioner/workman was issued with a 'Warning' vide letter dated 28-4-1988 for unauthorized absence for 10 days on 8 occasions in the year 1987.
- (2) He was chargesheeted in the year 1989 for the misconduct of remaining absent for 16 days on 14 occasions in the year 1988 and was punished by way of "reduction in time-scale by one-stage for one year with effect from 1-9-1989."
- (3) He was 'warned' vide letter dated 18-7-1990 for remaining absent for 5 days on 5 occasions during the year 1989.
- (4) The Petitioner was again awarded with the punishment of "reduction in time-scale by one stage with effect from 1-9-1991" after holding an enquiry into the charge of unauthorized absence for 20 days on 12 occasions in 1990.
- (5) He remained absent for 31 days on 12 occasions in the year 1991 and the Management after holding an enquiry, had awarded the punishment of "reduction in time-scale by two-stages with cumulative effect", with effect from 1-1-1993."
- (6) The Petitioner was chargesheeted for the misconduct of not reporting for duty as per the allocation after signing the muster roll on 17 occasions during the period from 7-7-1994 to 19-2-1995. An enquiry was held into the charge and the misconduct being severe in nature, the management issued a show-cause-notice dated 12-2-1996 proposing to remove him from service. It was, however, considered by the management subsequently and the punishment of "reduction in time-scale by two stages with cumulative effect", was awarded.

(7) He was again Chargesheeted on 4-10-1996 for his act of unauthorized absence for 76 days on 35 occasions during the period from 1-1-1995 to 31-8-1996. The punishment of "reduction in time-scale by three stages with cumulative effect" was awarded vide letter dated 22-4-99.

(8) The Petitioner was chargesheeted on 29-6-98 for his act of refusing to carry out the jobs assigned by the In-charge and insubordination to superiors. After holding an enquiry into the charges, the employee was awarded the punishment of "withholding of one increment for one year" vide letter dated 30-12-1998.

(9) The Petitioner was issued with a charge sheet dated 28-11-1998 for his act of remaining absent for 96 days on 45 occasions in the year 1997. The management, after holding an enquiry into the charge had awarded the punishment of "Reduction in time-scale by six stages with cumulative effect with effect from 1-7-99 vide letter dated 5-7-99

5. So it is evident from the past record that after his joining the services on 6-1-1986 upto the imposition of punishment of removal from service, he was awarded nine punishments in succession thereby leaving no scope for management to review the proposed action and thus final orders were passed. That he did not file any proof in support of his contention of being absent for attending Courts. That he was absent on 47 occasions and not filed any documents in proof of his attending Court on those occasions. The Petitioner was working in the Flight Catering Department which related to the loading and unloading of food items in the aircraft for serving the passengers. The sudden absenteeism invariably results in dislocation of work affecting the customer service in the Respondent company. The case of the Petitioner is of chronic absenteeism. There is no improvement. Hence, in this extreme circumstances the management was forced to take action and dismissed the Petitioner. It is further stated that the order of removal passed by the company is pending for approval before the Hon'ble National Industrial Tribunal, Mumbai and knowing the same he has filed its proceedings before this Court. Although the said enquiry is pending before the National Industrial Tribunal, Mumbai. Hence, the petition may be dismissed. A memo was filed by the Petitioner that the domestic enquiry is validly conducted. Accordingly final arguments were heard.

6. It is argued by the Learned Counsel for the Petitioner that the Petitioner was appointed as helper in the Respondent management by an order dated 3-1-96 in the scale attached to the post at their branch at Hyderabad. His services were regularized on 17-9-96. That during the course of enquiry the Petitioner requested the enquiry officer to call for the records and leave card from the Respondent management through written statement dated 21-9-2000 but the Respondent management failed to produce the leave card during the course of the enquiry which was very essential to prove his innocence. He was absent because he has to attend the criminal Court for the case filed by his wife for the alleged offence under Sec. 498-A. 5 and 6 of Dowry Prohibition Act. That he was married to a lady by name Tripoosa in 1989. Due to misfortune his wife created so many problems with the help of her brothers and parents and ultimately she filed a case. But Petitioner was remanded to judicial custody and he was suspended on 26-6-95. Finally the case ended in acquittal on 3-10-2000. The absence was due to attending in the criminal Court. Therefore the Petitioner may be reinstated with back wages, continuity of service with back wages etc.

7. It is argued by the Learned Counsel for the Respondent that, let us agree for argument sake that his misfortunes started when he married Tripoosa in 1989 but why was he absent for ten days for 8 occasions in the year 1987, why was he absent on 14 occasions in the year 1988? He was warned, his increment was reduced with one stage. Again he was warned. Again he was reduced in time scale by one stage. Again there was reduction in time scale in two stages with cumulative effect. Again in 94-95 he was reduced in time scale by two stages with cumulative effect. Again he absented and the punishment of reduction in time scale with three stages with cumulative effect vide award dated 22-4-99. Again he also refused to carry out the jobs assigned to him accordingly he was awarded the punishment of withholding of one increment in one year. Again he was issued charge sheet for remaining absent for 96 days for 45 occasions in the year 1997. He was awarded punishment of reduction in time scale by six stages. So it was seen that the management had been very benevolent and actually he could have been dismissed long back.

8. The Judgement cited by the Petitioner reported in 2001(1) ALT 538 that punishment of removal for misconduct of not issuing 4 tickets after collecting cash of Rs. 1.25 ps where removal was awarded is not applicable here. Therefore, prayed that the case may be dismissed.

9. It may be seen that somehow or other after all the Enquiry Officers are also human beings and they look into the past record. However, vide report in 1996 (3) ALT 648 (D.B.), their Lordship made a distinction that the Labour Court not entitled to take into account of the past conduct of the appellant while imposing punishment and further held that when there is no charge as to past conduct of delinquent employee, Labour Court is not entitled to take into consideration previous conduct without charge while imposing punishment. That is their Lordships were dealing with technicality. However, their Lordship said that they are entitled under Article 226 to look into the past record of service of the delinquent employee. (Even though no charge was framed by Labour Court/employer). It may be seen from the charge sheet that about his absence during the year 1998, no charge was framed regarding his past conduct. As held by the Hon'ble High Court in the above cited Judgement without going into his past conduct taking the charge itself, he was absent for 84 days in the year 1998. Even it is taken for granted that he was attending the criminal Court. It cannot be said that the Court was adjourning the case almost every four days. In fact strictly speaking he deserves no sympathy. But as the quality of mercy is not strained, I exercise my powers under Sec. 11 A. And direct the Respondent to appoint the Petitioner as a fresh candidate on minimum wages now payable within 30 days from publication of this award. His past service from 1986 to 13-10-2000 shall be taken into account for terminal benefits only, when no further charge of unauthorized absence is made against him for a period of five consecutive years if he absents himself unauthorisedly in any of the five consecutive years even once during the five consecutive years except for some unforeseen circumstances like death of a near relative or sickness then his back services from 1986 to 2000 need not be taken into consideration for paying terminal benefits.

Award passed. Transmit.

Dictated to Kum. K. Phani Gowri, Personal Assistant transcribed by her, corrected and pronounced by me in the Open Court on this the 16th day of December, 2002.

E. ISMAIL, Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner	Witnesses examined for the Respondent
---------------------------------------	---------------------------------------

NIL

NIL

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 7 फरवरी, 2003

का.आ. 741 :—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एफ.सी.आई. के प्रवन्धन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबन्ध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण हैदराबाद (संदर्भ संख्या 114/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 06-02-2003 को प्राप्त हुआ था।

[सं.एल.-22013/1/2003-आई.आर. (सी.-II)]

एन.पी. केशवन, डेस्क अधिकारी

New Delhi, the 7th February, 2003

S.O. 741. In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 114/2002) of the Central Government Industrial Tribunal-cum-Labour Court, Hyderabad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of FCI and their workman, which was received by the Central Government on 06-02-2003.

[No. L-22013/1/2003-IR(C-II)]

N. P. KESAVAN, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL CUM LABOUR
COURT AT HYDERABAD

Present

Shri E. ISMAIL

Presiding Officer

Dated : 4th December, 2002

INDUSTRIAL DISPUTE No L.C.I.D. 114/2002
(Old I.D. No. 37/96 transferred from Industrial
Tribunal cum Labour Court, Guntur)

Between :

Sri S.k. Khajavali,
C/o G.V. Ramana,
Advocate, H.No. 6-7-25,
7/1 Arundelpet,
Guntur.

.. Petitioner

AND

1. The District Manager,
Food Corporation of India,
Main Road, 10th Line,
Arundelpet, Guntur.
2. The Senior Regional Manager,
Food Corporation of India,
Hyderabad.

.. Respondents

Appearances :

For the Petitioner : M/s G.V. Ramana & B.C.
Reddy, Advocates

For the Respondent : M/s B.G. Ravindra Reddy,
S. Prabhakar Reddy & B.V.
Chandrasekhar, Advocates

AWARD

This case I.D. No. 37/96 is transferred from Industrial Tribunal cum Labour Court, Guntur in view of the Government of India, Ministry of Labour's order No. H-11026/1/2001-IR(C-II) dated 18-10-2001 and renumbered in this Court as L.C.I.D. No. 114/2002. This is a case taken under Sec. 2A(2) of the I.D. Act, 1947 in view of the judgment of the Hon'ble High Court of Andhra Pradesh reported in W.P. No. 8395 of 1989 dated 3-8-1995 between Sri U. Chinnappa and M/s. Cotton Corporation of India and two others.

2. In spite of several adjournments given from 27-8-2002 for arguments for nine adjournments including 4-12-2002 the petitioner has not turned-out for arguments. In spite of number of adjournments the petitioner has failed to produce any evidence in support of his claim. There is nothing on record to support his claim. Therefore, the reference is ordered against the petitioner and it is held that the petitioner is not entitled for any relief.

Accordingly a 'Nil' Award is passed, Transmit.

Dictated to Kum. K. Phani Gowri, Personal Assistant transcribed by her corrected and pronounced by me on this the 4th day of December, 2002.

E. ISMAIL, Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner	Witnesses examined for Respondent
--	--------------------------------------

Nil

Nil

Documents marked for the Petitioner

Nil

Documents marked for the Respondent

NIL

नई दिल्ली, 7 फरवरी, 2003

का.आ. 742 :—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार एफ.सी.आई. के प्रवन्धन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबन्ध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण हैदराबाद (संदर्भ

संख्या 127/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 06-02-2003 को प्राप्त हुआ था।

[सं. एल.-22012/143/99-आई. आर. (सी.-II)]

एन. पी. केशवन, डेस्क अधिकारी

New Delhi, the 7th February, 2003

S.O. 742.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 127/2002) of the Central Government Industrial Tribunal-cum-Labour Court, Hyderabad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of FCI and their workman, which was received by the Central Government on 6-2-2003.

[No.L-22012/143/99-IR(C-II)]

N. P. KESAVAN, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM LABOUR COURT AT HYDERABAD

Present

Shri E. ISMAIL

Presiding Officer

Dated : 2nd December, 2002

INDUSTRIAL DISPUTE No. 127/2002

(Old I.D. No. 58/99 transferred from Industrial Tribunal-I, Hyderabad)

Between :

Smt. G. Seethamahalaxmi,
W/o Venkat Rao,
Near Sivalayan, 2nd Ward,
Sattenapalli-522 403.
Guntur District.

..Petitioner

AND

The District Manager,
Food Corporation of India,
Arundal Pet, Guntur
Guntur District.

..Respondent

Appearances :

For the Petitioner : Sri K. Srinivasa Rao, Advocate

For the Respondent : M/s. B.G. Ravindra Reddy &
S. Prabhakar Reddy, Advocates

AWARD

The Government of India, Ministry of Labour by its order No. L-22012/143/99/IR(CM-II) dated 8/9-9-1999 referred the following dispute under section

10(1)(d) of the I.D. Act, 1947 for adjudication to the Industrial Tribunal-I, Hyderabad between the management of Food Corporation of India and their workman. In view of Government of India, Ministry of Labour's Order No. H-11026/1/2001-IR(C.II) dated 18-10-2001 this case has been transferred to this Tribunal bearing No. 58/99. The reference is,

SCHEDULE

“Whether Smt. G. Seethamahalaxmi was the workman of FCI at Sattenapalli, Guntur District during the period from 1982 to 1985? If so, the action of management in denying to regularize her services is legal and justified? If not, to what relief the workman is entitled?”

The reference is numbered in this Tribunal as I.D. No. 127/2002 and notices issued to the parties.

2. In spite of several adjournments given from 23-3-2002 for filing of documents for sixteen adjournments including 2-12-2002. The petitioner has not turned-out with documents. The petitioner has failed to produce any evidence in support of her claim. Hence, there is nothing on record to support her case. Therefore, the reference is ordered against the petitioner and it is held that the petitioner is not entitled for any relief.

Accordingly a ‘Nil’ Award is passed, Transmit.

Dictated to Kum. K. Phani Gowri, Personal Assistant transcribed by her corrected and pronounced by me on this the 2nd day of December, 2002.

E. ISMAIL, Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner	Witnesses examined for the Respondent
NIL	NIL

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 7 फरवरी, 2003

का. आ. 743 :—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एस. सी. सी. एल. के प्रबन्धन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबन्ध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण हैदराबाद (संदर्भ संख्या 208/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 6-2-2003 को प्राप्त हुआ था।

[सं. एल.-22013/1/2003-आई. आर. (सी.-II)]

एन. पी. केशवन, डेस्क अधिकारी

New Delhi, the 7th February, 2003

AWARD

S. O. 743.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. N. 208/2001) of the Central Government Industrial Tribunal-cum-Labour Court, Hyderabad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of SCCL and their workman, which was received by the Central Government on 6-2-2003.

[No. L-22013/1/2003-IR (C-II)]

N. P. KESAVAN, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR
COURT AT HYDERABAD

Present

Shri E. ISMAIL

Presiding Officer

Dated the 4th December, 2002

INDUSTRIAL DISPUTE NO. L.C.I.D. 208/2001
(Old I. D. No. 208/2001 transferred from Industrial Tribunal cum Labour Court, Warangal)

Between :

Sri G. Damodar,
C/o G. Ravi Mohan,
Advocate, 16-9-749/41/I,
Race Course Road, Old Malakpet,
Hyderabad-36 ..Petitioner

AND

1. The Chief General Manager,
Singareni Collieries Co. Ltd.,
Manuguru, Khammam District.
2. The Training Manager,
Technical Training Centre,
Manuguru, Khammam District. ..Respondents

Appearances :

For the Petitioner : M/s G. Ravi Mohan, R
Devender Reddy, Ch.
Satyanarayana & G.
Srinivas Reddy, Advocates

For the Respondent : M/s K. Srinivasa Murthy,
V. Umadevi & C. Vijaya
Shekar Reddy, Advocates

This case I. D. No. 6/99 is transferred from Industrial Tribunal cum Labour Court, Warangal in view of the Government of India, Ministry of Labour's order No. H-11026/1/2001-IR (C-II) dated 18-10-2001 and renumbered in this Court as L.C.I.D. No. 208/2001. This is a case taken under Sec. 2 A (2) of the I. D. Act, 1947 in view of the judgment of the Hon'ble High Court of Andhra Pradesh reported in W. P. No. 8395 of 1989 dated 3-8-1995 between Sri U. Chinnappa and M/s. Cotton Corporation of India and two others.

2. Petitioner called absent. His Counsel reports no instructions. There is nothing on record to support the case of the Petitioner. Therefore, it is ordered against the petitioner and it is held that the petitioner is not entitled for any relief.

Accordingly a 'Nil' Award is passed, Transmit.

Dictated to Kum. K. Phani Gowri, Personal Assistant transcribed by her corrected and pronounced by me on this the 4th day of December, 2002.

E. ISMAIL, Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner Witnesses examined for the Respondent

NIL

NIL

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 7 फरवरी, 2003

का.आ. 744 :—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार जूट कोरपोरेशन आफ इण्डिया लिमिटेड के प्रबन्धन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबन्ध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण हैदराबाद (संदर्भ संख्या 18/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 6-2-2003 को प्राप्त हुआ था।

[सं.एन.-22013/1/2003-आई.आर. (सी.-II)]

एन.पी. केशवन, डेस्क अधिकारी

New Delhi, the 7th February, 2003

AWARD

S. O. 744.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 18/2002) of the Central Government Industrial Tribunal-cum-Labour Court, Hyderabad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Jute Corporation of India Ltd. and their workman, which was received by the Central Government on 06-01-2003.

[No. L-22013/1/2003-IR (C-II)]

N. P. KESAVAN, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL CUM LABOUR
COURT AT HYDERABAD

Present

Shri E. ISMAIL Presiding Officer

Dated the 27th day of December, 2002

INDUSTRIAL DISPUTE L.C.I.D. No. 18/2002
(Old I. D. No. 11/2000 Transferred from Industrial Tribunal-cum-Labour Court, Visakhapatnam)

Between :

Sri Kumili Appa Rao,
S/o Suryanarayana,
Chukkapeta Village,
Gutehimi Post, Dattirajeru Mandal,
Vizianagaram District.

.. Petitioner

AND

1. The Chairman-cum-Managing Director,
The Jute Corporation of India Ltd.,
No. 1, Shakespeare Sarani,
Calcutta-700071.
2. The Regional Manager,
Regional Office,
Jute Corporation of India Ltd.,
M. G. Road, Vizianagaram-I. .. Respondents

Appearances :

For the Petitioner : Sri M. Siva Prasada Rao,
Advocate

For the Respondent : M/s. S. S. Subrahmanyam,
K. Kameswara Rao and
M. Ananda Rao, Advocates

This case I. D. No. 11/2000 is transferred from Industrial Tribunal-cum-Labour Court, Visakhapatnam in view of the Government of India, Ministry of Labour's order No. H 11026/1/2001-IR (C-II) dated 18-10-2001 and renumbered in this Court as L. C. I. D. No. 18/2002. This is a case taken under Sec. 2A (2) of the I. D. Act, 1947 in view of the judgment of the Hon'ble High Court of Andhra Pradesh reported in W. P. No. 8395 of 1989 dated 3-8-1995 between Sri U. Chinnappa and M/s. Cotton Corporation of India and two others.

2. The brief facts as stated in the petition are: That the Petitioner worked for 574 days with no single break in 19 continuous months from 9-12-1981 to 15-7-1983 and again worked for another 564 days with no single days break in 27 continuous months from 13-2-1986 to till the date of his termination on 20-9-1987. He was retrenched without any reason on 20-9-87 without following the provisions of the I.D. Act. The Petitioner was drawing wages of Rs. 450 per month at the time of termination from service on 20-9-87. The applicant made several representations to reinstate him into service with full back wages but the management avoided to give him work with telling a story of like letter D.O. No. 21011/3/92-NYC dated 26-6-92, Government of India, Ministry of Textiles, New Delhi. The applicant waited until the lifting of ban, as the management did not provide him work even after the lifting of ban, he gathered the seniority lists from his co-workman in I.T.I.D.No.43/98 on file of the Industrial Tribunal-cum-Labour Court, Visakhapatnam for proof of his services. The applicant served a demand registered notice dated 6-3-99 with acknowledgement due through his advocate on the employer/management and on its Regional Manager at Vizianagaram to reconsider his decision of termination from service and to take him back with service benefits. The Petitioner has not approached any authority or Forum. The Divisional Manager at Vizianagaram had sent a reply vide letter No. JCI/RO-VZM/98-99/1107(3) dated 12-3-99 to the Petitioner that his case was referred to the higher authorities of their Jute Corporation of India Ltd., and asked him to wait until the instructions from the higher authorities. But even after lapse of one year the management did not reply and did not reconsider his case. That once he brought an execution proceeding under Sec.33C(2) of I.D. Act, 1947 before the Labour Court of Guntur in 1983 for recovery of his salary due from 1-1-83 to 15-7-83,

but he was not allowed to attend the execution proceeding of 1983 under Sec. 33C(2) of the I.D. Act. And thereafter he was reengaged into work from 13-2-86 to till the date of termination 20-9-87. Hence, it is prayed that he may be reinstated into service with full back wages and continuity of service.

3. The Respondents filed a counter stating that most of the averments in the petition are far from truth. The procurement period shall commence from the month of August/September of every year and ends in January. The engagement of casual workers is limited to the requirement of a given season depending on the procurement potential of the Corporation and/or the movement of stock of Mesta Fibre so procured by way of Sale to Jute Mills situated within or outside state. The workman was not a regular employee but a casual employee as per Jute Corporation of India service Regulation 3(e) since he is employed for guarding the stock kept in additional storage godowns which is purely seasonal, casual or occasional in nature. It is further submitted that the Corporation is keeping permanent godown with baling press which are called as operations centres and as per sanctioned staff pattern permanent guards called as watchman, peon are being appointed on regular basis and the appointing authority for these posts is Personnel Manager. While engagement of casual guards is made on the basis of the need of the work and other engagement are made only when additional godowns were hired by the Manager/Incharge(S) of the operational centre.

4. The workman was engaged in the first instance as night guard on 9-12-81 and worked continuously as casual guard and was put off on 16-1-83 along with 24 others and while terminating the services of the workman, along with others, principle of "last come first go" was observed and seniority list was circulated amongst the workmen. He along with co-worker one Sri P. Raju who is senior to him have represented before the ACL, Vizianagaram to continue them in services and subsequently on 16-2-83, he along with 14 others filed a WP No. 991/83 in the Hon'ble High Court of A.P. at Hyderabad prayed to issue a direction to the Corporation not to terminate the Petitioner along with others and continue their services and the Hon'ble High Court was pleased to issue an order to the effect that any retrenchment made herein after shall be in accordance with the provisions of Chapter 5-A of the I.D. Act. Since, the workmen could not get a declaration for continuation of services they filed to the effect that

they raised an industrial dispute before the Labour Department and accordingly WP No. 991/83 was dismissed as withdrawn as per judgement dated 13-6-83 consequent of termination of the workmen, the management offered one month notice pay retrenchment compensation and wages due upto the date of termination through the Assistant Commissioner of Labour, Vizianagaram on 26-3-83 by way of a cheque for Rs.546/- but it was returned as refused by the workman. Subsequently, the workman moved an application on 27-7-83 before the Labour Court, Guntur under Sec. 33 C (2) of the I.D. Act claiming extra wages due for working on Sundays, Public Holidays, leave wages for casual leave and earned leave etc., amounting to Rs. 3150 and a miscellaneous case has been registered by the Labour Court, Guntur as M.P.No.61/85 and M.P.No.148/83 respectively. Against this the management filed counter submitting that the worker was appointed on condition no work no pay. The Petitioner is not a permanent regular worker and therefore is not entitled to items 3 to 6 of annexure of the petition and prayed that no relief be granted. The case was transferred to the newly constituted Industrial Tribunal-cum-Labour Court, Visakhapatnam. Which held that the Petitioner is not entitled to anything claimed. The workman was offered reengagement on 13-2-86 and he was continued till 28-9-87.

5. The workman was offered reengagement on 13-2-86 and he was continued till 28-9-87. His services were again retrenched paying him the retrenchment compensation of Rs.450/- vide cheque dated 20-9-87 which he accepted without any protest. In this connection the management submits that the period of his reengagement is governed by terms and conditions of the memos issued to him from time to time against acknowledgement and accordingly his termination was effected on the expiry of the period and various other grounds were taken. Ultimately it was stated that the Hon'ble High Court was pleased to dismiss the claim of the workman with costs. Hence, the Petitioner is not entitled for any relief.

6. The petitioner examined himself and deposed that he worked as a guard in Jute Corporation of India in the year 1981 and served till 1983. Again he worked from 13-2-86 to 20-9-87. His services were terminated without any allegations. No notice was given to him in nor he was paid any compensation. Then he approached ACL. He did not take any interest. So he got issued a 'lawyer's notice.

Ex.W5 is the seniority list dated 30-4-87. He wants reinstatement with back wages. In the cross examination he admitted that he worked as daily rated casual guard on condition that no work no pay. That he approached the Hon'ble High Court. That he received a cheque for Rs.546/- dated 16-7-83 from the management and he encashed it. That he was reengaged on 13-2-86 and worked till 20-9-87 and not as suggest till 28-9-87. He denied that he received Rs.450/- as retrenchment compensation. Then he says that Ex.W8 is received by him through post. That Ex.W1 is the notice given for the first time in March, 1999 to the management. Ex.W10 is a letter from the management that Ex.W1 is received and the matter is referred to higher authorities and instructions are awaited. Ex.W5 is the seniority list of casual guards as on 30-4-87 where the name of the Petitioner is found at serial number 60. Ex.W6 is also the seniority list showing the name of the Petitioner at serial number 60. Ex.W8 is dated 28-9-87 through which a cheque for Rs.450 is sent.

7 The Respondent examined Sri A.G. Prasad office Manager deposed as MW1. That the Petitioner was appointed on 9-12-81 as daily rated casual guard and worked up to 16-1-83 on condition of no work no pay basis. He was paid Rs.10.50 per day. He filed a writ and then again withdrew it. The writ petition was dismissed as withdrawn as per Ex.M3. The Petitioner and his coworker one Sri. P. Raju filed an application before the ACL, Vizianagaram under Sec. 2A of the I.D. Act for reinstatement with back wages. In the mean time the management has offered notice pay in lieu of one month notice, retrenchment compensation etc. for Rs.546/- which he refused to receive. Subsequently a cheque was sent to him. Which he refused to receive. He did not attend for conciliation proceedings before ACL. Ex.M10 is letter from ACL, Vizianagaram to Secretary, Government of A.P. dated 12-11-83 about failure of conciliation pursuant to Ex.M10 that the government refused to refer the dispute to Labour Court. Then ultimately he received Rs. 546. He filed MP 61/85 and 148/83 for back wages. His applications were dismissed and again he was appointed on 13-2-86. He worked intermittently up to 23-9-87. A cheque was paid for his retrenchment of Rs. 450. The Petitioner received the same vide Ex.M 29 acknowledgement.

8 In the cross examination he denied that there were no different kinds like casual, temporary, permanent guard. It is correct that as per Ex.M30 that again he worked for 592 days

from 13-2-86 to 28-9-87. As per Ex.M19 he has work without break for 592 days.

9. It is argued by the Learned Counsel for the Petitioner that it is evident from the fact that the Petitioner worked for 19 continuous months from 9-12-81 to 15-7-83 and again for 19 continuous months from 13-2-86 to 20-9-87. Hence, his work is perennial in nature but not seasonal and on an average per working day for every twelve calendar months to more than 1,000 workmen were employed in the management under the control of the Managing Director of Jute Corporation of India at Kolkata including its regional office at Vizianagaram in Andhra Pradesh. Although management styled workman as daily wage casual guard with an object to deprive the workman from status and privilege of permanent workman in the course of its unfair labour practice and did not consider his more years long period continuous service for regularization. The workman in this LCID is the Petitioner No 1 in the Hon'ble High Court order Ex.M2 wherein the order in favour of the workman is that any retrenchment made to him shall be in accordance with the provisions of chapter 5.A of the I.D. Act. The termination of the workman is similar that of H. D. Singh Vs. Reserve Bank of India in 1986 Supreme Court page 132. He also relied on a Division Bench Judgement of our High Court in 1997 (2) ALT 648 wherein it was held that, "casual or ad-hoc appointments not to be made for periods exceeding a few days or few months—engaging employees as casual workers for a number of years paying them less pay than regular employees but getting work from them as regular employees continuously without any break and denying them regularization and consequential benefits—not legal and unfair." He also relied on 2002 (3) ALD 663 wherein it was held that the Municipal Corporation of Hyderabad pleaded the employee has not worked continuously for 240 days—said question is one of fact when the Labour Court on appreciation of evidence found that the employee worked continuously for 240 days and granted reliefs, it is not liable to be interfered under Article 226." He also relied on 1990 (2) ALT 525 wherein it is stated by A.P. High Court that, "Employee is entitled to challenge validity of retrenchment even after receiving retrenchment compensation and claim reinstatement. The invalidity of the retrenchment is not cured by subsequent payment of the amounts due under Sec. 25-F of the I.D. Act nor does such receipt disentitle the workman to claim reinstatement if retrenchment was found to be invalid when it was effected. Normally relief in a case for retrenchment

is found to be invalid for compliance of Sec. 25-F of the I.D. Act, is reinstatement except in exceptional cases involving extraordinary circumstances which render it impossible or inequitable to direct such reinstatement." So he submits that there in Ex. M-30 and Ex. M-19 it is proved that the nature of the work was perennial and not seasonal. It is clearly proved that the management did not give any retrenchment notice as mandatory under Sec. 25-F or any termination order to the workman. Thus contention of the workman is proved that the workman worked from 9-12-81 to 15-7-83. The presumption is in favour of the workman as he was re-engaged from 13-2-86 to 20-9-87. He also relied on 1986 Supreme Court page 132 wherein their Lordships held that where the name of a Tikka Mazdoor in the Reserve Bank of India, present person who helps examiners of notes/coins who claimed to have put in service of more than 240 days in the preceding twelve months was struck off from the rolls after he passing the matriculation examination, the fact would amount to termination of service which in turn was retrenchment and would be invalid for non-observance of requirements of Sec. 25-F when the workman was not told that, he would be struck off the rolls if he passed the matriculation and the memorandum relating to these workers did not contain any stipulation." He also relied on AIR 1999 Supreme Court 355 wherein it was held that, "Company engaged in construction of railway lines—more than 100 workers employed—retrenchment of some workers—Sec. 25N would apply—retrenchment sought by giving notice under Sec. 25-F—illegal—applicability of Sec. 25 N cannot be excluded by importing proviso to Sec. 25 O in Sec. 25 N when employer itself claims that undertaking is not closed down. Again he worked from 86 to 87 that too admittedly by MW-1 for 592 days without break. Which shows that he is entitled to work. Hence, he may be reinstated with back wages.

9. It is argued by the Learned Counsel for the Respondent that even according to WW-1 denied that he raised the dispute before the ACL, Vizianagaram on 1-2-83 stating that the management terminated his services which is Ex. M-8. He agreed that he filed WP No. 991/83 before the Hon'ble High Court. It was dismissed as it was withdrawn on 13-6-83. That his services were utilized from time to time.

10. The High Court in WPMP No. 7399/1983 issued an order directing the management that "Any retrenchment made herein after shall be in accordance with the provisions of Chapter 5-A of the I.D. Act. Copy of which is marked as Ex. M-21. Hence, the Petitioner could not get the relief

for continuance of his services. They got it dismissed by filing a memo to take up before the ACL, Vizianagaram. The management addressed a letter to ACL for conciliation and prepared to pay notice pay in lieu of notice retrenchment compensation etc. on 26-3-83 as per Ex. M-9 to the workman through ACL, Vizianagaram which he refused to receive. Accordingly a cheque for Rs. 546/- was sent which he refused to received. The registered letter is Ex. M-6 dated 15-7-83 addressed to the workman enclosing therewith a cheque for Rs. 546/- towards terminal benefits and Ex. M-7 is returned envelop contained the above documents with the remarks of postal authorities. He received compensation twice once Rs. 546/- and Rs. 450/- another time. And not only that the Court passed the award justifying the termination of the co-worker and the petitioner stating as follows, "When it is a seasonal business, when he is a casual labourer where there are no godowns. He cannot advise the management to keep him into service having accepted the terminal benefits, his termination is valid as he cannot ask for reinstatement." The workman also brought two execution proceedings under Sec. 33 C/(2) of I.D. Act for recovery of extra wages before the Hon'ble Labour Court at Guntur vide Ex. M-13 and Ex. M-14 which were subsequently transferred to newly constituted Industrial Tribunal cum Labour Court at Visakhapatnam. Wherein the Hon'ble Judge observed, vide Ex. M-17 that the Petitioner filed both the petitions claiming the same emoluments to get unlawful gain. He acknowledged the receipt of the appointment order and also observed that the Respondent offered a job in 1985-86. The certified copy of this order is Ex. M-18. As such he does not deserve any sympathy. Therefore, he submits that the Petitioner is not entitled for reinstatement.

11 It may be noted that the Petitioner as WW deposed that he worked up to 15-7-83 without any break. Again he worked from 1986 to 1987 up to 20-9-87. In the cross examination he admitted that before the ACL he represented stating that the management terminated his services. That he filed a writ petition No. 991/83 in the Hon'ble High Court which was dismissed by 13-6-83. He admitted that he was given reengagement order on 13-2-86. It may be seen that Ex. W1 is the copy of the Lawyer's notice. Ex. W5 is the list of seniority. Termination order is Ex. W8 dated 28-9-87. The management examined Sri A.G. Prasad. He marked Ex. M13 certified copy of the orders dated 13-2-86. It may be seen that in the said petition the Petitioner has deposed that he worked from 9-12-81 to 15-7-83 again from 1986 to 1987. He worked only up to 1983 and again from 1986 to 1987. And after a gap of 13 years he has approached the Court which was again

transferred to this Court and renumbered as LCID 18/2002. I am afraid any sympathy shown to him would be misguided. However, if the Corporation appoints any casual guards in future the Respondent may be given preference over others taking his seniority as of 9-12-81.

Award passed accordingly Transmit.

Dictated to Kum. K. Phani Gowri, Personal Assistant transcribed by her corrected and pronounced by me in the Open Court on this day of December, 2002.

E. ISMAIL, Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner,	Witnesses examined for the Respondent
---	--

WW1: Sri K. Appa Rao	MW1: Sri A.G. Prasad
----------------------	----------------------

Documents marked for the Petitioner

- Ex.W1: Copy of Lawyer's notice dt. 6-3-1999
- Ex.W2: Postal acknowledgement
- Ex.W3: Postal acknowledgement
- Ex.W4: LR.No.JCI/RO-VZM/98-99/1107(3) dt. 12-3-99
- Ex.W5: Copy of seniority list as on 30-4-87
- Ex.W6: Copy of list of development of casual workers on rolls as on 30-4-87
- Ex.W7: Copy of letter NO.D.O. No. 21011/3/92-NTC dt. 26-6-92
- Ex.W8: Termination order No. JCI/DPC/SC/87-88/Casual/142 dt. 28-9-87

Documents marked for the Respondent

- Ex.M1: Authorization letter No. IT ID No.11/2000 dt. 10-7-2000
- Ex.M2: Copy of order in WPMP No. 7399/1983 dt. 8-3-83
- Ex.M3: Copy of order in WP No. 991/1983
- Ex.M4: Lr. from ACL, Vizianagaram No. 1135/83 dt. 27-8-83
- Ex.M5: Letter No. JCI/RO-VZM/83-84/A-4/81, dt. 15-7-83
- Ex.M6: Letter No. JCI/RO-VZM/83-84/A-4/81, dt. 15-7-83 (Encl. of Ex. M4)
- Ex.M7: Return envelop containing cheque.
- Ex.M8: Copy of petition by WW1 and another before ACL, VZM dt. 1-2-83

Ex.M9: Copy of Lr. No. VZM/83-84/A-4/51 dt. 21-9-83

Ex.M10: Copy of failure report in R.C.No. 1135/83 dt. 12-11-83

Ex.M11: Copy of petition for claim as per Ex. M10 dt. 18-1-85

Ex.M12: Copy of Receipt of cheque by WW1 dt. 6-2-85

Ex.M13: Copy of affidavit in MP 61/85

Ex.M14: Copy of affidavit in MP 61/85

Ex.M15: Copy of counter in Labour Court, GNT dt. 22-11-83

Ex.M16: Copy of counter in Labour Court, GNT dt. 27-4-83

Ex.M17: Copy of Order in MP 63/86 dt. 21-7-86

Ex.M18: Copy of memo No. JCI/DNV/85-86/Cas/XXIII/325 dt. 13-2-86

Ex.M19: Statement of Memorandum

Ex.M20: Copy of memo No. JCI/DN/85-86/Cas/XXIII/1A dt. 1-7-86

Ex.M21: Copy of memo No. JCI/DNV/86-87/Cas/XXIII/dt. 26-9-86

Ex.M22: Copy of memo No. JCI/DNV/86-87/Cas/XXIII/dt. 25-12-86

Ex.M23: Copy of memo No. JCI/DNV/86-87/Cas/XXIII/dt. 8-2-87

Ex.M24: Copy of memo No. JCI/KBL/Cas.lab/23/87-88/70 dt. 13-8-87

Ex.M25: Copy of memo No. JCI/KBL/Cas.lab/23/87-88/93 dt. 1-9-87

Ex.M26: Copy of memo No. JCI/KBL/Cas.lab/23/87-88/105 dt. 8-9-87

Ex.M27: Copy of memo No. JCI/KBL/Cas.lab/23/87-88/119 dt. 15-9-87

Ex.M28: Copy of memo No. JCI/KBL/Cas.lab/23/87-88/1387 dt. 23-9-87

Ex.M29: Acknowledgement made by the WW1 on the counter foil of the cheque bearing No. A46/100 032121

Ex.M30: Service particulars of WW1.

नई दिल्ली, 7 फरवरी, 2003

का.आ. 745.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसूचन में, केन्द्रीय सरकार एस.सी.सी.एल. प्रबंधन के संबद्ध नियोजकों और उनके

कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में, केन्द्रीय सरकार औद्योगिक अधिकरण, हैदराबाद (संदर्भ संख्या 125/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 6-02-2003 को प्राप्त हुआ था

[सं. एल-22012/416/99-आई. आर. (सी.-II)]

एन. पी. केशवन, डेस्क अधिकारी

New Delhi, the 7th February, 2003

S. O. 745.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 125/2002) of the Central Government Industrial Tribunal-cum-Labour Court, Hyderabad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of SCCL and their workman, which was received by the Central Government on 06-01-2003.

[No.-L-22012/416/99-IR (C-II)]

N. P. KESAVAN, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL CUM LABOUR COURT
AT HYDERABAD

PRESENT

Shri E. ISMAIL Presiding Officer

Dated:-27th day of December, 2002

INDUSTRIAL DISPUTE No. 125/2002

(Old I. D. No. 16/2000 transferred from Industrial Tribunal-I, Hyderabad)

Between :

Sri B. Padma Rao,
S/o Narasaiah,
Qtr. No. D-128,
P. V. Colony,
Manuguru. Khammam Dist.

....Petitioner

AND

The General Manager,
M/s Singareni Collieries Co. Ltd.,
Manuguru. Khammam Dist.

...Respondent

APPEARANCES :

For the Petitioner : M/s C. M. R. Velu, C. V. N.
Rama Krishna & Tonifia
Machado, Advocates.

For the Respondent : M/s J. Parthasaradhi, V.
Hari Haran & A. Chandra
Sekhar, Advocates.

AWARD

This is a case referred by the Govt. of India, Ministry of Labour by order No. L-22012/416/99/IR (B. II) dated 29-2-2000/7-3-2000 to the Industrial Tribunal -I, Hyderabad and transferred to this Tribunal bearing I. D. No. 16/2000 between the management of M/s Singareni Collieries Co. Ltd., and their workman in view of Government of India, Ministry of Labour's order No. H-11026/1/2001-IR (C. II) dated 18-10-2001. The I. D. was re-numbered in this Tribunal as I. D. No. 125/2002 and notices were issued to parties.

SCHEDULE

"Whether the action of the management of M/s S. C. Co. Ltd., Manuguru in dismissing Sh. B. Padma Rao, Ex. Gen. mazdoor from services is legal and justified? If not, to what relief the workman is entitled?"

The reference is numbered in this Tribunal as I.D. No. 125 /2002 and notices issued to the parties.

2. The Petitioner filed claim statement with the following averments: That the Petitioner was appointed as General Mazdoor on 24-7-75 at S C C L, Bellampally. He was transferred from Bellampally to Manuguru with effect from 15-1-93. That he was discharging his duties to the entire satisfaction of the superior officers that he was illegally dismissed from service with effect from 24-9-97 on alleged incident of theft of 12,158 litres of HSD oil from the diesel bunks of the S C C L, Manuguru of the intervening night on 14/15-9-98. That a stage managed enquiry was conducted and he was dismissed. That the findings of the enquiry officer are not correct because one Sri Srinivas, clerk is the custodian of the HSD oil in the bunks and he being a general mazdoor has only to support him in his official duties. That the charge sheet as well as in the enquiry report was not specified as to what acts of his constituted misconduct. The enquiry is vitiated for violation of principles of natural justice. He is too small a man to implicate in a case where 12158 litres of diesel was removed overnight. That he was on duty up to 9 PM and if the incident has occurred during night he is not responsible. There is yet another allegation that the diesel oil which came from outside for unloading was informed unloaded. When there is doubt on the said allegation he cannot be punished. There is no speaking order by the enquiry officer as such he may be reinstated.

3. In the counter it is submitted that the workman was employed as general mazdoor in

the Respondent company in the year 1979. On 14/15-4-93 his job was that of a general mazdoor in OC-II diesel bunk at Manuguru. He was working under one Sri Ch. Srinivas, clerk who was Incharge of the said diesel bunk on 15th April, 1993, 12158 litres of HSD oil was found missing from the bunk. Neither the Incharge nor the general mazdoor were able to give any satisfactory reply. That the Incharge had left the bunk at 8 PM. That is one hour before scheduled closure. That is 9 PM. The workman was left in sole charge of the HSD oil bunk. A charge sheet was issued to both Incharge as well as the Petitioner. His explanation was not satisfactory, the Personnel Officer was appointed as Enquiry Officer. The Enquiry Officer was followed all the principles of natural justice and gave his findings. Infact the workman ought not to have been in possession of the keys of the bunk by doing so he was in fact in collusion with the bunk incharge to cause loss to the company. There was another general mazdoor by name Pushparaj who was not charge sheeted. Charge sheet was issued only to persons who were involved in the case. Infact the workman had made false statement in respect of keys are about the absence of the Incharge. This itself shows the guilt of the workman. The evidence also shows that the workman was aware that the bunk could be operated without opening of the lock. The enquiry report clearly shows that the Petitioner connived with the Incharge. That the security guard for mine is not interest with the security of the bunk. Non-examination of the driver of the oil bunk is of no consequence firstly because he is an outsider and secondly the HSD oil missing in the bunk is owned by the respondent company. Further the workman himself admitted that the tanker had been unloaded properly. Hence, the Petitioner is not entitled for any relief.

5. Arguments were heard about the validity of the domestic enquiry and this Tribunal by its order dated 28th October, 2002 held that the domestic enquiry conducted is valid. The order became final. Ex. M1 to Ex. M12 were marked with consent while hearing the arguments on validity of domestic enquiry. As the domestic enquiry was held valid no oral evidences were let in and final arguments were heard.

6. It is argued by the Learned Counsel for the Petitioner that the petitioner is having 18 years of service, he is having four daughters and a sympathetic and lenient view may be taken. More so when he is actually not responsible for the bunk Incharge and Mr. Srinivas,

Clerk was the custodian of the HSD oil. He being only a general mazdoor had no responsibility and against the driver no action was taken. There is no statistical report showing this much of oil was missing. So when the person Incharge has been removed there is no meaning in removing this Petitioner. Hence, the Hon'ble Tribunal may substantiate the punishment of dismissal by a lesser punishment by ordering reinstatement.

7. It is argued by the Learned Counsel for the Respondent that this Court has held that the domestic enquiry is validly conducted and this is such a grave offence where there is loss of 12158 litres. Hence, the Petitioner is not entitled for any sympathy from the Hon'ble Tribunal.

8. It may however be seen that during the enquiry he gave explanation to the charge sheet that Mr. Srinivas Incharge clerk handed over keys to him is who is not cross examined. Another general mazdoor Mr. Pushparaj was examined as MW2 during the enquiry. As he saw the Petitioner on the top of the tanker informed to Mr. Srinivas that there is no oil in the tanker. That he saw Mr. Srinivas, clerk going on scooter and asked the chargesheeted employee who said he is going as his relatives has come. At about 8.30 PM Padam Rao closed the bunk land left the bunk at 9 P.M. MW2 was not cross examined by the Petitioner. That the Under Manager Mr. Umapathi was examined as MW3. He was also not cross examined. Mr. Prabhu, staff officer was examined as MW4, Mr. G. Hariya, general mazdoor was examined as MW5 and both were not cross examined. Then the Petitioner himself gave his statement and admitted that at about 8PM Mr. Srinivas handed over the keys to him. Further Ex.M1 is the report of the shortage. Ex. M2 is the statement of the chargesheeted employee.

9. The statement of Sri Padma Rao reads that Mr. Srinivas asked him to climb up the tanker and see whether the contents are fully unloaded or not. Climbed the tanker and checked all the three compartments and found that they were empty. Thereafter the tanker left the bunk at about 5.30 PM and he says that thereafter he locked the office room put off the main switch and left. He was asked to keep keys with him. The locks were all in tact when he came and saw in the morning and Mr. Srinivas told him that there was shortage of 12,158 litres. So it may be seen that either he himself has done it or connived with Mr. Srinivas, clerk for the shortage of oil. I consider very sympathetically the case of the Petitioner that he is having four

daughters and big family to support. The Petitioner was left Incharge of the HSD oil bunk. He was the sole Incharge. The concerned clerk Mr. Srinivas and this Petitioner were issued charge sheets. In addition to that the workman himself admitted that the tanker has been unloaded properly and this Court has already held the domestic enquiry is conducted properly. I have gone through the findings of the Enquiry Officer also and in the enquiry report the Enquiry Officer states that what made Sri Padma Rao hide the fact of his possession of keys on the night of 14/15-9-98. He should have revealed the fact. Further according to the Enquiry Officer those who committed the theft tampered the screws and made the totalizer completely neutral without causing damage to the seals of weights and measures Department. That Mr. Srinivas left one hour early on the same night without obtaining permission and Sri Padma Rao escaped from C.G.M.'s office to avoid further enquiry and was hiding about the defective clamp of the main switch. I am of the opinion that the contention of the Petitioner is not correct and conclusions arrived by the Enquiry Officer do not warrant any interference as it is not a criminal case to be proved beyond all reasonable doubts. Here, 12158 litres oil have been missing. The Petitioner was having keys, it is for him to show as to how that diesel was missed. As Srinivas by then had left. So I do not think it is a fit case to interfere with the punishment awarded for such a huge theft. Hence, the reference is answered as follows : That the dismissal of Sri B. Padma Rao, ex-general mazdoor from service is legal and justified.

Award passed. Transmit.

Dictated to Kum. K. Phani Gowri, Personal Assistant transcribed by her corrected and pronounced by me on this the 27th day of December, 2002.

E. ISMAIL, Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner :	Witnesses examined for the Respondent :
NIL	NIL

Documents marked for the Petitioner
NIL

Documents marked for the Respondent

- Ex. M 1 : Copy of notice No. S & PC/MNG/3/93/ dt. 16-4-93.
Ex. M 2 : Copy of Petitioner's statement dt. 19-4-93
Ex. M 3 : Copy of lr. from D. E., Manuguru dt. 25-4-94
Ex. M 4 : Copy of representation of Petitioner dt. 5-5-94

- Ex. M 5 : Copy of charge sheet dt. 8/10-5-93
Ex. M 6 : Copy of reply to charge sheet dt. 18-5-93.
Ex. M 7 : Copy of enaquiry notice dt. 28-9-93.
Ex. M 8 : Copy of lr. from Petitioner dt. 12-10-93.
Ex. M 9 : Copy of enquiry proceedings dt. 28-1-94.
Ex. M 10 : Copy of enquiry report.
Ex. M 11 : Copy of acknowledgement of the Petitioner dt. 6-11-93.
Ex. M 12 : Copy of office order No. PD/MNG/8/1386 dt. 24-9-97.

नई दिल्ली, 7 फरवरी, 2003

का.आ. 746 :—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय जूट कॉरपोरेशन आफ इण्डिया लिमिटेड के प्रबन्धतंत्र के संबद्ध निधोजकों और उनके कर्मचारों के बीच, अनुबन्ध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, हैदराबाद (संदर्भ संख्या 17/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 06/02/2003 को प्राप्त हुआ था।

[सं.एल.-22013/1/2003-आ ई.आर. (सी.-II)]

एन.पी. केशवन, डेस्क अधिकारी

New Delhi, the 7th February, 2003

S.O. 746.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 17/2002) of the Central Government Industrial Tribunal-cum-Labour Court, Hyderabad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Jute Corporation of India Ltd. and their workman, which was received by the Central Government on 06-01-2003.

[No. L-22013/1/2003-IR(C-II)]
N. P. KESAVAN, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT HYDERABAD

PRESENT :

Shri E. Ismail, Presiding Officer

Dated the 27th day of December, 2002

INDUSTRIAL DISPUTE L.C.I.D. NO. 17/2002

(Old I.D. No. 10/2000 Transferred from Industrial Tribunal-cum-Labour Court, Visakhapatnam)

BETWEEN

Sri M. Tatarao,
21-4/1-44, Godeduveedhi,
Near Budiveedhi,
Vizianagaram-535 002.

..... Petitioner

AND

1. The Chairman-cum-Managing Director,
The Jute Corporation of India Ltd.,
No. 1, Shakespeare Sarani,
Calcutta-700 071.
2. The Regional Manager,
Regional Office,
Jute Corporation of India Ltd.,
M. G. Road,
Vizianagaram-1.

..... Respondents

APPEARANCES:

For the Petitioner: Sri M. Siva Prasada Rao, Advocate.

For the Respondent: M/s. S. S. Subrahmanyam, K. Kameswara Rao and M. Ananda Rao, Advocates.

AWARD

This case I.D. No. 10/2000 is transferred from Industrial Tribunal-cum-Labour Court, Visakhapatnam in view of the Government of India, Ministry of Labour's order No. H-110261/1/2001-IR(C-II) dated 18-10-2001 and renumbered in this Court as L.C.I.D. No. 17/2002. This is a case taken under Section 2A(2) of the I.D. Act, 1947 in view of the judgment of the Hon'ble High Court of Andhra Pradesh reported in W.P. No. 8395 of 1989 dated 3-8-1995 between Sri U. Chinnappa and M/s. Cotton Corporation of India and two others.

2. The brief facts as stated in the petition are: That the Petitioner worked for 1222 days with no single break in 40 continuous months from 11-3-1980 to 15-7-1983 and again worked for another 810 days with no single day break in 27 continuous months from 2-1-84 to till the date of his termination on 4-4-86. He was retrenched without any reason on 4-4-86 without following the I.D. Act. The Petitioner was drawing wages of Rs. 450 per month at the time of termination from service on 4-4-86. The applicant made several representations to reinstate him into service with full back wages but the management avoided to give him work with telling a story of like letter D.O. No. 21011/3/92-NTC dated 26-6-92. Government of India, Ministry of Textiles, New Delhi. The applicant served a demand registered notice dated 27-4-2000 with acknowledgment due through his advocate on the employer/management and on its Regional Manager at Vizianagaram to reconsider his decision of termination from service and to take him back with service benefits. The Petitioner has not approached any authority or Forum. The Divisional Manager at Vizianagaram had sent a reply dated 8-5-2000 to the Petitioner with blatant lies suppressing its D.O. Letter No. 21011/3/92-NTC dated 26-8-92, Government of India, Ministry of Textiles, New Delhi and the employer management even after 30 days from the receipt of the said demand registered notice from the Petitioner did not reply and did not reconsider his case. The management absorbed his junior one Mr. V. Sarada Kumar in a regular post of Trainee Junior Inspector in the year 1985 basing on only a qualification as a daily wage casual guard, but not calling any application or interview for the post. But the management sent an interview call letter dated 16-1-86 to him and taken all his documents into its possession except leaving one memorandum dated 3-1-86 on the pretext of interview on 21-1-86 and did not consider his case for regular post of trainee junior inspector. Hence, he preferred a stay order against the absorption of Mr. V. Sarada Kumar in a regular post of trainee junior inspector. The workman submits that on receipt of said order through the Hon'ble High Court the management with a mala fide intention terminated him from service on 4-4-86. The management did not follow the principles of last come first go and first come last go in terminating his services on 4-4-86. Hence, it is prayed that he may be reinstated into service with full back wages and continuity of service.

3. The Respondents filed a counter stating that most of the averments in the petition are far from truth. The procurement period shall commence from the month of August/September of every year and ends in January. The engagement of casual workers is limited to the requirement of a given season depending on the procurement potential of the Corporation and/or the movement of stock of Mesta Fibre so procured by way of Sale of Jute Mills situated within or outside state. The workman was not a regular employee but a casual employee as per Jute Corporation of India service Regulation 3(e) since he is employed for guarding the stock kept in additional storage godowns which is purely seasonal, casual or occasional in nature. It is further submitted that the Corporation is keeping permanent godowns with boiling press which are called as operations centres and as per sanctioned staff pattern permanent guards called as watchman, neon are being appointed on regular basis and the appointing authority for these posts is Personnel Manager. While engagement of casual guards is made on the basis of the need of the work and other engagement are made only when additional godowns were hired by the Manager/Incharge(S) of the operational centre.

4. The workman was engaged in the first instance as night guard on 31-3-80 and worked up to 24-4-80 and again continuously worked as casual guard from 18-5-80 to 3-3-83 and was put off on 4-3-83 along with others and while terminating the services of the workman, along with others, principle of "last come first go" was observed and seniority list was circulated amongst the workmen. On knowing that his services will be terminated, he along with 14 others filed a WP No. 991/83 in the Hon'ble High Court of A.P. at Hyderabad prayed to issue a direction to the Corporation not to terminate the Petitioner along with others and continue their services. The Hon'ble High Court in WPMP No. 7399/83 passed an order on 8-3-83, "Any retrenchment made hereinafter shall be in accordance with the provisions of chapter 5-A of the I.D. Act, petition ordered accordingly". Since, the workmen could not get a declaration for continuation of services they filed to the effect that they raised an industrial dispute before the Labour Department and accordingly WP No. 991/83 was dismissed as withdrawn as per Judgement dated 13-6-83 consequent of termination of the workmen, the management offered one month notice, pay retrenchment compensation and wages due up to the date of termination through the Assistant Commissioner of Labour, Vizianagaram on 26-3-83 by way of a cheque for Rs. 819 but it was returned as refused by the workman. Subsequently, the workman moved an application on 27-7-83 before the Labour Court, Guntur under Section 33C(2) of the I.D. Act claiming extra wages due for working on Sundays, Public Holidays, leave wages for casual leave and earned leave etc., amounting to Rs. 3150 and a case has been registered by the Labour Court, Guntur as M.P. No. 91/93. Against this the management filed counter submitting that the worker was appointed on condition no work no pay. The Petitioner is not a permanent regular worker and therefore is not entitled to items 3 to 6 of annexure of the petition and prayed that no relief be granted. The case was transferred to the newly constituted Industrial Tribunal-cum-Labour Court, Visakhapatnam, which held that the Petitioner is not entitled to anything claimed. Further, the workman along with another workman Sri. P. Narayana raised a dispute before the Assistant Commissioner of Labour, Vizianagaram during the month of August, 1983 and the same was taken up by ACL under Rc. No. 1140 dated 27-8-83. The averments of the Petition is that no retrenchment compensation, notice pay was paid on the date of termination while the matter was thus pending, the Petitioner filed an appeal under Section 41 of A.P. Shops and Establishments Act. However, this Petitioner did not pursue the matter in the industrial dispute but his co-workers pursued the industrial dispute and it was held that termination of their services is justified. The workman was offered re-engagement on 3-1-86 and again on 27-2-86 but the same was not accepted by him even though he received the offer letter. That the Corporation required some trainee junior inspector during 85-86 Jute Season and it was decided that the opportunity would be given to those qualified casual workers who worked in the Corporation at different occasions for the purpose of selection to the said post of trainee junior inspectors. Accordingly the Petitioner workman along with others was called for an interview out of 30 candidates called for interview only 25 were appeared for interview and 10 were qualified, they were selected. The workman was again called for an interview on 28-1-86 but he did not attend the interview. And to cover up his failure he filed WP No. 3730/86 which was again dismissed. The allegation that all the memorandums were taken by the Corporation is wrong. The seniority list show that he did not work after 4-3-83 and is not interested in attending but only to gain unlawfully.

5. The Petitioner examined himself as WW1 and deposed that he was initially appointed as a guard on 11-3-80 under the control of Regional Manager, Vizianagaram on monthly payment or salary @ Rs. 400 per month. He worked up to 4-4-86 as a guard. He worked upto 15-6-83 in the year 1983 without any break. Again he worked 360 days in 12 months in the year 1984. 360 days in the year 1985. 90 days upto 4-4-86 in the year 1986. That Ex. W1 is the Xerox copy of his Intermediate pass certificate. Jute Corporation of India is a Central Government undertaking, its business is non-seasonal. His duty as guard is non-seasonal guard on regular basis. There are no service regulations or model standing orders regarding his services as guard. The business of Jute Corporation of India is continuous. Ex. W2 is the Xerox copy of the seniority list and Ex. W3 is the deployment of casual workers. Ex. W4 is the memo of appointment dated 3-1-86. Ex. W5 is the Xerox copy of the paper publication

dated 20-4-86. Ex. W6 is the lawyer's notice and Ex. W9 is the reply notice. Ex. W10 is the letter received from Ministry of Textiles dated 26-6-92. According to Ex. W11 call letter dated 6-1-86 he approached the Hon'ble High Court in WP No. 991/82 apprehending retrenchment and he does not know what happened to the writ. It is not true to say that he discontinued his services.

6. In the cross examination he deposed that it is true that the management terminated him on 15-7-83. He did not file any claim petition before the ACL, Vizianagaram for his reinstatement. It is not true to say that he raised a dispute before ACL stating that the management terminated him on 4-3-83. It is not true to suggest that he was terminated on 3-3-83. He filed WP No. 991/83 before the Hon'ble High Court. It is not true that the same is withdrawn on 16-6-83. He also filed WPMP No. 7399/83 and the Hon'ble High Court ordered directing to follow the procedure under Section 5-A of the I.D. Act, 1947. It is not true to suggest that the management sent a cheque for Rs. 819 on 16-7-83 to the Petitioner's house address and other workers did not file a petition before the ACL, Vizianagaram. It is true that he was given management order of 3-1-86. He received it but did not join as he was working by then. He is not filing any documents to show that he was working on 3-3-86. It is not true to say that he attended the interview for the post of trainee junior inspector and was not selected. It is true that he filed WP No. 3730/86 and filed a stay petition for the recruitment of trainee junior inspector and it was refused. It is not true that he was paid Rs. 10.50 per day on 3-3-83.

7. The management examined Sri A. G. Prasad, Office Manager, Vizianagaram as MW1. He stated that he had authorization to give evidence which is Ex. M1. When additional godowns were hired the Petitioner was engaged as a daily rate casual worker up to 3-3-83 on no work no pay basis. The Petitioner's pay was reduced Rs. 10.50 per day. He deposed all the facts stated in the counter in the chief examination. In the cross examination he deposed that Ex. M20 is the Xerox copy of statement showing the details of position of the Petitioner. Mr. Sankar Narayana has worked as guard from 1979 to 1988 without any single break. Upto the year 1987 he was only a casual guard. It is not true to say that the Petitioner is a similar employee like the employees mentioned in Serial Number 1 to 5 as mentioned in Ex. M20. One Mr. V. Nageswara Rao is continuing in service by virtue of the stay order filed by him for regularization of his service. The Petitioner is at Serial Number 50 in Ex. M20, and Mr. Nageswara Rao is at Serial Number 5.

8. It is argued by the Learned Counsel for the Petitioner that it is evident from the fact that "the Petitioner worked for 40 continuous months from 11-3-80 to 15-7-83 and from 2-1-84 to 4-4-86. Hence, his work is perennial in nature but not seasonal and on an average per working day for every twelve calendar months to more than 1,000 workmen were employed in the management under the control of the Managing Director of Jute Corporation of India at Kolkata including its regional office at Vizianagaram in Andhra Pradesh. Although management styled workman as daily wage casual guard with an object to deprive the workman from status and privilege of permanent workman in the course of its unfair labour practice and did not consider his more years long period continuous service for regularization. The workman in this LCID is the Petitioner No. 7 in the Hon'ble High Court order Ex. M21 wherein the order in favour of the workman is that any retrenchment made shall be in accordance with the provisions of chapter 5-A of the I.D. Act. He relies on 1986 Supreme Court page 958 wherein it held that "retrenchment of workmen on ground of surplusage workmen found to be singled out, and re-deployed on post carrying lesser pay-retrenchment invalid—procedure to be followed only in such cases stated." He also relied on a Division Bench Judgement of our High Court in 1997 (2) ALT 648 wherein it was held that, "casual or adhoc appointments not to be made for periods exceeding a few days or few months—engaging employees as casual workers for a number of years paying them less pay than regular employees but getting work from them as regular employees continuously without any break and denying them regularization and consequential benefits—not legal and unfair." He also relied on 2002 (3) ALD 663 wherein it was held that the Municipal Corporation of Hyderabad pleaded the employee has not worked continuously for 240 days—said question is

one of fact when the Labour Court on appreciation of evidence found that the employee worked continuously for 240 days and granted reliefs, it is not liable to be interfered under Article 226. He also relied on 1990 (2) ALT 525 wherein it is stated by A. P. High Court that, "Employee is entitled to challenge validity of retrenchment even after receiving retrenchment compensation and claim reinstatement. The invalidity of the retrenchment is not cured by subsequent payment of the amounts due under Sec. 25-F of the I.D. Act nor does such receipt disentitle the workman to claim reinstatement if retrenchment was found to be invalid when it was effected. Normally relief in a case for retrenchment is found to be invalid for compliance of Sec. 25-F of the I.D. Act, is reinstatement except in exceptional cases involving extraordinary circumstances which render it impossible or inequitable to direct such reinstatement." So he submits that there in Ex. M19 it is proved that the nature of the work was perennial and not seasonal. The continuance of services of Sri B. Nageswara Rao at Serial No. 5 of daily casual guards but the plea is false. Ex. M19 is also proves that the workman completed 253 days from March 1980 to December 1980, 356 days from January, 1981 to December, 1981, 365 days from January, 1982 to December, 1982 and 62 days from January, 1983 to March, 1983. It is clearly proved that the management did not give any retrenchment notice as mandatory under Sec. 25-F or any termination order to the workman except a letter Ex. M3 dated 15-7-83 and a post dated cheque Ex. M4 dated 16-7-83 and sealed cover Ex. M2. Thus contention of the workman is proved that the workman worked from 11-3-80 to 15-7-83. The presumption is in favour of the workman as he was re-engaged from 2-1-84 to 4-4-86 vide Ex. W1 dated 16-1-86. The engagement of some fresh candidates like Sri S. N. Raju at Serial No. 79 in Ex. M20 and at Serial No. 80 Sri P. Appa Rao, and M. Laxmana at No. 86. Presumed that the workman re-engaged earlier to them on 2-1-84 and continued up to 4-4-86. Further, the fact that he was called for interview on 17-9-85 for the post of Junior Trainee Inspector shows that he was working. Further it is clear proof that he filed a writ 3730/85 in the year 1985. He also relied on 1986 Supreme Court page 132 wherein their Lordships held that where the name of a Tikka Mazdoor in the Reserve Bank of India, present person who helps examiners of notes/coins who claimed to have put in service of more than 240 days in the preceding twelve months was struck off from the rolls after he passing the matriculation examination, the act would amount to termination of service which in turn was retrenchment and would be invalid for non-observance of requirements of Sec. 25F when the workman was not told that, he would be struck off the rolls if he passed the matriculation and the memorandum relating to these workers did not contain any stipulation. He also relied on AIR 1999 Supreme Court 355 wherein it was held that, "Company engaged in construction of railway lines—more than 100 workers employed—retrenchment of some workers—Section 25N would apply—retrenchment sought by giving notice under Section 25F—illegal—applicability of Section 25N cannot be excluded by importing proviso to Section 25 O in Section 25 N when employer itself claims that undertaking is not closed down.

9. It is argued by the Learned Counsel for the Respondent that even according to WW1 deposed that he raised the dispute before the ACL, Vizianagaram on 17-8-83 stating that the management terminated his service on 4-4-86. He agreed that he filed WP No. 991/83 before the Hon'ble High Court. He denied that it was withdrawn and dismissed on 13-6-83. He also agreed that it is true that the management gave an order dated 3-1-86 received it but he did not join as he was working by then.

10. That his services were utilized from time to time. Actually his services were terminated on 3-3-83 and this fact is apparent by Ex. M5 dated 27-11-83 filed by the workman under APSE Act before the ACL, Vizianagaram wherein he has specifically mentioned that he was appointed on 31-3-80 and his services were terminated on 3-3-83. Ex. M15 is a petition dated 17-8-83 of the workman filed under I.D. Act before ACL, Vizianagaram thereby the same particulars are mentioned.

11. If really he worked till 4-4-86 he admitted in the cross examination as follows. "It is true that I was given re-engagement order on 3-1-86, I received but did not join as I was working by then. I am not filing any document to show that I was working by 3-1-86. It is he actually wanted the post of Trainee Junior Inspector. He appeared for the

same but not selected. He approached the Hon'ble High Court twice but failed in his attempts. That he along with 14 other workmen filed a writ petition 991/1983 on 17-2-83 before the Hon'ble High Court. The High Court in WPMP No. 7399/1983 issued an order directing the management that "any retrenchment made herein after shall be in accordance with the provisions of Chapter 5-A of the I.D. Act. Copy of which is marked as Ex. M21. Hence, the Petitioner could not get the relief for continuance of his services. They got it dismissed by filing a memo to take up before the ACL, Vizianagaram. The management addressed a letter to ACL for conciliation and prepared to pay notice pay in lieu of notice retrenchment compensation etc. But he refused to receive. Accordingly a cheque for Rs. 819 was sent which he refused to receive. The postal envelope in Ex. M2. The postal authorities endorsed on the envelope that the person named has refused to receive the same was opened during the course of evidence and it contained a letter Ex. M3 and SBI cheque Ex. M4 the workman also brought an execution proceedings under Section 33 C(2) of I.D. Act for recovery of extra wages before the Hon'ble Labour Court at Guntur which was subsequently transferred to newly constituted Industrial Tribunal-cum-Labour Court at Visakhapatnam. Wherein the Hon'ble Judge observed, Ex. M1 appointment letter discloses that the Petitioner was appointed on daily basis on the condition no work on any basis. He acknowledged the receipt of the appointment order and also observed that the Respondent offered a job in 1985-86 but he did not join. The certified copy of this order dated 17-10-86 is Ex. M10. As such he does not deserve any sympathy. Ex. M11 is a letter dated 27-2-86 which shows that earlier also he was offered job of casual guard during 1985-86 and he did not join. Again a letter was sent to him on 27-2-86 vide Ex. M11. But he did not join. Therefore he is not entitled for any relief.

12. It may be noted that the Petitioner as WW1 deposed that he worked up to 15-6-83 without any break. Again he worked from 1984 to 1986 up to 1-4-86. In the cross examination he deposed that it is not true to suggest that he was terminated on 15-6-83. In the cross examination he admitted that before the ACL he represented stating that the management terminated him on 4-3-83. That he filed a writ petition No. 991/83 in the Hon'ble High Court which was dismissed by 13-6-83. He admitted that he was given re-engagement order on 3-1-86 that he received it but did not join as he was working by then. He also stated that he has not filed any document to show that he was working till 3-1-86. It may be seen that Ex. W1 is the copy of the pass certificate of the Intermediate Board. Ex. W2 is the list of seniority. Appointment order is Ex. W4 dated 3-1-86 which he says he has not joined. There is no proof forth coming that he worked beyond 1983. The management examined Sri A. G. Prasad. He marked Ex. M10 certified copy of the orders dated 17-10-86 in Mp No. 34/86 of Visakhapatnam Labour Court. It may be seen that in the said petition the Petitioner has deposed that he worked from 31-3-80 to 3-3-83. So when he himself files a petition in the year 1986 where clearly he states that he worked from 31-3-83, no document is produced as per his contention that he worked up to 1986. In fact Perhaps inadvertently he himself filed Ex. W4 through which a job is offered to him. He admits that he received it and did not join. That means his contention that he worked up to 1986 is wrong. He worked only up to 1983 and after a span of 17 years he has approached the Court which was again transferred to this Court and renumbered as LICID 17/2002. I am afraid any sympathy shown to him would be misguided. However, if the Corporation appoints any casual guards in future the Respondent may be given preference over others taking his seniority as of 31-3-1980.

Award passed accordingly. Transmit.

Dictated to Kum. K. Phani Gowri, Personal Assistant transcribed by her corrected and pronounced by me in the Open Court on this the 27th day of December, 2002.

E. ISMAIL, Presiding Officer
Appendix of evidence

Witnesses examined for the Petitioner :

WW1.—Sri M. Tatarao.

Witnesses examined for the Respondent :

MW1.—Sri A. G. Prasad.

Documents marked for the Petitioner

- Ex. W1.—Copy of Intermediate certificate of WW1.
- Ex. W2.—Copy of seniority list as on 30-4-87.
- Ex. W3.—Copy of list of development of casual workers on rolls as on 30-4-87.
- Ex. W4.—Memorandum of appointment dated 3-1-86.
- Ex. W5.—Copy of paper publication dated 20-4-86.
- Ex. W6.—Copy of Lawyer's notice dated 27-4-2000.
- Ex. W7.—Postal acknowledgement.
- Ex. W8.—Postal acknowledgement.
- Ex. W9.—Reply notice dated 8-5-2000.
- Ex. W10.—Copy of letter No. D.O. No. 21011/3192-NTC dated 26-6-92.
- Ex. W11.—Call letter No. JCI|RO-VZM|85-86|A2|1153 dated 16-1-86.

Documents marked for the Respondent

- Ex. M1.—Authorization letter No. IT ID No. 10|2000 dated 10-7-2000.
- Ex. M2.—Return envelope containing cheque.
- Ex. M3.—Letter No. JCI|RO-VZM|83-84|A-4|112, dated 15-7-83.
- Ex. M4.—Cheque No. 354546 dated 16-7-83.
- Ex. M5.—Copy of application filed by WW1 dated 27-11-83.
- Ex. M6.—Copy of Ex. M5 sent by ACL dated 18-5-84.
- Ex. M7.—Copy of counter for Ex. M5 dated 19-8-84.
- Ex. M8.—Copy of order No. WPMP 18889|1984 dated 19-10-84.
- Ex. M9.—Copy of petition by WW1.
- Ex. M10.—Copy of order in MP34|86 dated 17-10-86.
- Ex. M11.—Copy of lr. No. JCI|RO-VZM|85-86|A-4|K199 dated 27-2-86.
- Ex. M12.—Copy of order in WPMP No. 5105|1986 dated 4-4-86.
- Ex. M13.—Copy of Notice from ACL dated 1-3-89 in WP No. 3730|86.
- Ex. M14.—Copy of Notice from ACL dated 27-8-83.
- Ex. M15.—Copy of the petition before ACL, VZM.
- Ex. M16.—Copy of lr. No. VZM|83-84|A-4|520 dated 21-9-83.
- Ex. M17.—Copy of counter in Labour Court, GNT dated 30-9-83.
- Ex. M18.—Copy of order M.P. 12|84 dated 15-10-84.
- Ex. M19.—Copy of service particulars of WW1.
- Ex. M20.—Copy of statement details of engagement etc. as on date.
- Ex. M21.—Copy of order in WPMP No. 7399|1983 dated 8-3-83.
- Ex. M22.—Copy of seniority list.